



PURCHASING DEPARTMENT

INVITATION TO BID NO. 06ITB49243YC

LARGE WATER METER INSTALLATION

PUBLIC WORKS DEPARTMENT

BID DUE TIME AND DATE: 11:00 A.M. March 22, 2006
PURCHASING CONTACT: Malcolm Tyson at (404) 730-5811
E-MAIL: Malcolm.tyson@co.fulton.ga.us

LOCATION: FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303

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INVITATION TO BID

LARGE WATER METER INSTALATION

SECTION 1

1.0 **Purpose:**

Fulton County is soliciting bids from qualified vendors to provide reduced-wall, resilient seated gate valves with non-rising stems (NRS) and outside screw and yoke (OS&Y) rising stems including tapping gate valves and butterfly valves for water supply service to the department of Public Works on a contractual as needed basis.

1.1 **Bid Document**

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under "Bid Opportunities".

1.2 **Term of Contract:**

Any award made as a result of this bid shall be for twelve (12) months from the date of award by the Board of Commissioners. The County reserves the right for two (2) additional twelve (12) month renewal periods pending approval by the Board of Commissioners, vendor satisfactory performance and the availability of departmental appropriated funding. Renewal year price increase(s) in this contract, if exercised by Fulton County, shall be limited to the bid prices offered under this solicitation and subsequent contract unless otherwise specifically accepted by Fulton County, but in no instance shall exceed the consumer price index. The term "consumer price index" shall mean the consumer price index published by the Bureau of Labor statistics of the U.S. Department of Labor with particular reference to the average shown on such index for all terms.

1.3 **No Contact Provision**

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of

Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

1.4 Bid Contact

Information regarding the bid, either procedural or technical, may be obtained by contacting Malcolm Tyson, Assistant Purchasing Agent, malcolm.tyson@co.fulton.ga.us, at (404) 730-5811, Fulton County Department of Purchasing. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to;

**Fulton County Purchasing Department
Attn: Malcolm Tyson
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Phone: (404) 730-5811
Fax: (404) 335-5808
Reference Bid # 06ITB49243YC**

1.5 Bid Opening

Bids will be opened in public and read aloud on **March 22, 2006 at 11:00 A.M., local time** in the Fulton County Purchasing Department’s bid room, located at 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Bids received after 11:00 A.M., will be considered late and will be returned to the bidder unopened. Bidders may, at their discretion, attend the bid opening. **Bidders are to submit one (1) originally signed copy and two (2) photographic copies.**

1.6 Proposal Due Date

All Bids are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303 on or before **March 22, 2006 at 11:00 A.M.**, legal prevailing time. All

submitted bids will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any bid received after this appointed schedule will be considered late and subject to be returned unopened to the bidder. The bid due date can be changed only by addendum.

Bids shall clearly indicate the legal name, address, and telephone number of the proposer (company, firm, partnership, individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted proposal. ***The bid number must be clearly visible on all bid packages submitted.***

1.7 Delivery Requirements

Any bid received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Department of Purchasing.

1.8 Basis of Award

The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.

All Bids must be made on the Bid forms contained herein. The Bid shall be enclosed in a sealed envelope, addressed to Department of Purchasing, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303 and labeled "**Bid for ITB 06ITB49243YC**".

SECTION 2

FULTON COUNTY PURCHASING DEPARTMENT

BID GENERAL REQUIREMENTS

Large Water Meter Installation

2.0 The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

1. The Bid sheets included in this Invitation to Bid ("Bid") must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
2. Original signature(s) must appear on each page of the Bid document. All signatures must be executed by person(s) having contracting authority for the Bidder
3. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation
4. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separated sealed envelope or package.
5. The original and the required number of copies of the Bid must be returned to:

Purchasing Agent
Fulton County Purchasing Department
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact

Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact" Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.

6. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
7. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.
8. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
9. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
10. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.

11. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
12. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
13. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact Equivalent: or "alternate". The factors to be considered are function, design, materials, construction, workmanship, workmanship finishes, operating features, overall quality, local services facilities, warranty terms and service and other relevant features of item(s) Bid.
14. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
15. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
16. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within forty-eight (48) hours of notice by Fulton County of such defect or damage.
17. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty

service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.

18. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
19. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.
20. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.
21. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
22. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
23. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will

constitute a breach of Contract and may result in a Bidder being found to be “non-responsive” in the future.

24. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
25. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest “responsible” Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.
26. Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A 36-91-1 et seq) may withdrawn as follows:

Competitive sealed Bids (Bid) may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.
27. In the evaluation of the Bids, any award will be subject to the Bid being:
 - A. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
 - B. Lowest cost to the County over projected useful life.
 - C. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.
28. All bids and Bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) §50-18-70 et seq.
29. All bids and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the

person who will perform the utility work shall be written on the face of the Bid envelope.

30. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
31. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
 - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
32. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from

Joint Ventures that do not include these documents will be rejected as being “non-responsive”.

33. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being “non-responsive”.

2.1 **Definition of Purchasing Terms**

Addenda - the plural of addendum.

Addendum - a written or graphic change to the contract documents issued prior to bid opening which becomes a part of the specifications for the project.

Advertisement - public notice inviting bids shall be published for two (2) consecutive weeks. All projects shall be published on the Fulton County's website @ www.co.fulton.ga.us , under "Bid Opportunities".

Amendment – a change, addition, alteration, correction or revision to a bid or proposal or contract document.

Award - approval by the Board of Commissioners, to begin the contracting process with the lowest most responsive and responsible bidder.

Bid - the formal process allowing prospective vendors to compete for goods and services sought by the County.

Bid acceptance - the acceptance of bids delivered to the Purchasing Agent at the time, place, and under the conditions contained in the invitation for bids and as further stipulated in the specifications document.

Bid opening - the public opening of bids received and accepted and the reading aloud of the name of each bidder and the amount of bid in the presence of one (1) or more witnesses at the time and place designated in the invitation to bid. For RFP openings only the name of the proponents are read aloud.

Brand name or equal specification – means a specification limited to one or more items by manufacturer's names or catalogue numbers to describe the standard of quality, performance and other salient characteristics needed to meet County requirements and which provides for the submission of equivalent products from any manufacturer.

Brand name specifications – means a specification limited to one or more items by manufacturer's names or catalogue numbers.

Collusion – a secret agreement, whether expressed or implied, to commit a fraudulent, deceitful, unlawful, or wrongful act.

Collusive bidding – a violation of antitrust statutes that consists of a response to a solicitation by two or more persons who have secretly agreed to circumvent laws and rules regarding independent and competitive bidding.

County - "County" shall mean the Fulton , Georgia, a political subdivision of the State of Georgia, and shall include all agencies, establishments or officials of the government of the .

Contractor - any person or entity having a contract with the County.

Days - "Days" shall mean calendar days.

Debarment – the exclusion of a person or company from participating in a procurement activity for an extended period of time, as specified by law, because of previous illegal or irresponsible action.

Designee - an authorized representative of a person holding superior position of responsibility.

Invitation to bid (ITB) - all documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

Inspection - an authorized representative of the County, or of the County's architect/engineer, assigned to make all necessary inspections, test, and reports of the work performed or being performed.

May - denotes permissive.

Offer - a proposal by an offeror submitted when procurement is made by a source selection method other than competitive sealed bidding.

Offeror – a person making an offer.

Procurement - buying, purchasing, renting, leasing or otherwise acquiring any supplies, services or construction. Also includes all functions that pertain to the obtaining of any supply, service or construction, including a description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

Purchasing Agent - the Director of the Fulton County Department of Purchasing the principal purchasing official for the County.

Responsible bidder or responsible offeror – means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

Scope of work - means the work that is required by the contract documents.

Shall - denotes imperative.

Solicitation - an invitation for bid, a request for proposal, a request for quotation, or any other document issued by the County for the purpose of soliciting bids or bids to perform a County contract.

Specifications – means any description of the physical or functional characteristics or of the nature of a supply, service or construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery.

2.2 Clarification and Interpretations

Bidders may submit requests for clarifications or interpretations regarding this ITB. Bidders must prepare such requests in writing for the County's consideration as set forth in this section of this ITB. While the County has not placed an initial limitation on the number of requests which can be submitted, Bidders are cautioned that if Bidders do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **March 8, 2006 at 5:00 PM**, local prevailing time. Bidders are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the bidder of any obligations or conditions required by this ITB.

Request for clarification or interpretation regarding this ITB shall only be submitted in writing (letter, fax or email) to:

Malcolm Tyson, Assistant Purchasing Agent
Department of Purchasing
Fulton County Public Safety Building
130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Fax: (404) 355-5808
malcolm.tyson@co.fulton.ga.us

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this ITB to all persons registered with the County to have received a copy of the ITB.

No oral interpretation, instruction, or information concerning this ITB given by any employee or agent of the County shall be binding on the County. Bidders who submit a bid in reliance on any such oral information risk having their response to this ITB deemed non-responsive by the County. Only written responses issued by addendum to this ITB should be considered by the bidders.

During the period provided for the preparation of bids, the County may issue addenda to this ITB. These addenda will be numbered consecutively and will be

distributed to those who have been issued a copy of this ITB. Additionally, the addenda will be posted on the Fulton County website, www.co.fulton.ga.us. these addenda will be issued by, or on behalf of, the County and will constitute a part of this ITB. Each bidder is required to acknowledge by submitting an executed acknowledgment form included with this bid. This acknowledgment shall include all addenda distributed prior to the bid submission date. All responses to this ITB shall be prepared with full consideration of the addenda issued prior to the bid submission date.

2.3 Right to Reject Bids

The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

2.4 Disqualification of Bidders

The submission of more than one (1) bid to the County as the primary Bidder or member of a joint venture for the same bid by an individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a bidder and the rejection of the bid.

2.5 Applicable Laws

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.

2.6 Examination of Contract Documents

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

2.7 Termination

The County may terminate the contract resulting from this solicitation at any time the vendor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contract is unreasonably delayed, or the vendor is in direct violation of the contract conditions. The County shall provide the vendor with notice of any conditions which violate or endanger the performance of the contract and, if after such notice the contractor fails to remedy such conditions within thirty (30) days, to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises. Vendor agrees by its bid submission that the County's decision is final and valid.

2.8 Indemnification and Hold Harmless Agreement

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

2.9 Irrevocable Offer

No bid may be modified, withdrawn, or cancelled by the bidder for sixty (60) days following the date and time designated for receipt of bids, and each bidder so agrees in submitting its bid. All adjustment factors shall remain valid during this time period unless noted otherwise.

Prior to the date and time designated for receipt of bids, a bid may be withdrawn on written or facsimile (fax) request, provided that written confirmation of any fax withdrawal over the signature of the bidder must have been mailed and postmarked on or before the date and time set for receipt of bids. A withdrawn bid may be resubmitted up to the date and time designated for receipt of bids, provided that it is then fully in conformance with these Instructions to Bidders.

SECTION 3

PURCHASING FORMS & INSTRUCTIONS

3.1 Introduction

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Bid Forms. The appropriate individual(s) authorized to commit the Bidder must sign the Bid Forms. Bidders should reproduce each Bid Form, as required, and complete the appropriate portions of the forms provided in this section.

Procurement Affidavits

Procurement Affidavit Form 1	Certification Regarding Debarment
Procurement Affidavit Form 2	Form A: Non-Collusion Affidavit (Prime) Form B: Sub-Contractor Non-Collusion Affidavit
Procurement Affidavit Form 3	Certificate of Acceptance of Invitation to Bid Requirements
Procurement Affidavit Form 4	Contractor or Proposer's Disclosure Form and Questionnaire
Procurement Affidavit Form 5	Contractor's Utility License

3.2 Procurement Affidavit Forms Description

The following paragraphs present an overview of each Procurement Affidavit Form required.

3.2.1 Certification Regarding Debarment

Bidder shall complete and submit Form 1, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

3.2.2 Non-Collusion Affidavit

The Bidder shall include a copy of Proposal Form 2A, executed by an authorized officer of the corporation. Bids developed by a joint venture shall be similarly executed by all joint venture participants. Additionally, all sub-contractors shall execute a copy of Bid Form 2B which shall also be submitted with the bid.

3.2.3 Certificate of Acceptance of Invitation to Bid Requirements

Bidder shall complete and submit Form 3, which certifies that Bidder has read the solicitation including all addenda, exhibits, attachments and appendices.

3.2.4 Contractor or Proposer's Disclosure Form and Questionnaire

Bidder shall complete and submit this form.

3.2.5 Georgia Utility Contractor's License

Bidder shall complete and submit this form. **The contractor's utility license must appear on the outside of the bid envelope.**

CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following SECTION 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

- (a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this SECTION, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also

be subject to suspension under this SECTION if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) *Causes for Suspension.* The causes for suspension include:

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and bids;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by

minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the county), as a sub-contractor or a joint venture partner, in performing work under contract with the county.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2005

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code SECTION 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. SECTION 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or bids by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, _____ certify that pursuant to Fulton County Code SECTION 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. SECTION 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or bids by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

CERTIFICATE OF ACCEPTANCE OF INVITATION TO BID
REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to #_____ inclusive, including any addenda # _____ to #_____ exhibit(s) #_____ to #_____, attachment(s) # _____, and/or appendices #_____ to #,_____ in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

Phone: _____

(Affix Corporate Seal)

CONTRACTOR OR PROPOSER'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Contractor or Proposer's officers, directors, affiliates and other employees, agents or representative of this form.

For the purposes of this form, the term "affiliate" of any Contractor or Proposer shall mean any person or entity that directly or indirectly controls or is controlled by, or is under common control with, such Contractor or Proposer. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by entreat, or otherwise.

Describe accurately, fully and completely, their respective relationships with said Contractor or Proposer, including their ownership interests and their anticipated role in the management and operations of said Contractor or Proposer.

2. Please describe the general development of said Contractor or Proposer's business during the past five (5) years, or such shorter period of time that said Contractor or Proposer has been in business.
3. Please state whether any employee, agent or representative of said Contractor or Proposer who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Contractor or Proposer. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Contractor or Proposer, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Contractor or Proposer;

- (b) whether Contractor or Proposer was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Contractor or Proposer from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
- (c) whether said Contractor's or Proposer's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Contractor or Proposer, which directly arose from activities conducted by the business unit or corporate division of said Contractor or Proposer which submitted a bid or proposal for the subject project. If so please explain.
2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?
- Circle One: YES NO
3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government, or
- Circle One: YES NO
4. Have you or any member of your firm or team been involved in any claim or litigation with Fulton County or any other federal, state or local government, or private entity during the last ten
- Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Contractor's or Proposer's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Contractor or Proposer should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such

disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Contractor or Proposers, joint venture partners and first-tier subContractor or Proposers.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 20____

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

this _____ day of _____, 20____

(Notary Public) (Seal)

Commission Expires _____
(Date)

CONTRACTOR'S UTILITY LICENSE

UTILITY CONTRACTORS. All Bidders/Proposers shall comply with the requirements of O.C.G.A. § 43-14-8.2(h) which states:

After June 30, 1994, it shall be unlawful for any contracting body to open or consider any bid for utility contracting unless the bidder has obtained the license required by this Code section or intends to have the utility contracting work performed by another person who has obtained such license. The utility contractor's license number of the person who will perform the utility work shall be written on the face of the bid envelope, unless otherwise provided. If 50 percent or more of any multifaceted project being proposed is utility work, the bidder must have obtained a utility license and his or her number must be written on the face of the bid. (Code 198, § 43-14-8.2, enacted by Ga. L. 1989, P.175, §7; Ga. L. 1993, p.123, § 31; Ga. L. 1993, p.1339, §7; Ga. L. 1994, p.1, §1; Ga. L. 1994, p. 383, §4.)

ANY BIDDER FAILING TO COMPLY WITH THE REQUIREMENTS OF PLACING ITS UTILITY CONTRACTOR'S LICENSE NUMBER ON THE FACE OF THE BID ENVELOPE SHALL BE DEEMED NON-RESPONSIVE AND ITS BID SHALL NOT BE OPENED.

**CONTRACTOR'S GEORGIA UTILITY
LICENSE CERTIFICATION**

WATER METER INSTALLATION

NOTE: The Utility Contractor's License Number must be written on the outside of the Bid Envelope.

Contractor's Name: _____

Bidder's Georgia Utility Contractor's License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Printed: _____

Date: _____

(ATTACH COPY OF LICENSE)

SECTION 4

CONTRACT COMPLIANCE REQUIREMENTS

4.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

4.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- **Exhibit A** – Promise of Non-Discrimination
- **Exhibit B** – Employment Report
- **Exhibit C** – Schedule of Intended Subcontractor Utilization
- **Exhibit D**– Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- **Exhibit E** – Declaration Regarding Subcontractors Practices
- **Exhibit F** – Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document must be completed as instructed if awarded the project:

- **Exhibit G** – Prime Contractor’s Subcontractor Utilization Report

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (_____),
Name

Title Firm Name
Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to SECTION 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder/proposer **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) ☐ Bidder/Proposer ☐ Subcontractor

Submitted by: _____ Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.
3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE MATERIALS OR SERVICES

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____ hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

2) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

3) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u> <u>Operation</u>	<u>Race</u>	<u>Sex</u>	<u>Financial</u> <u>Decisions</u>	<u>Supervision</u> <u>Field</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manager's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this ____ day of _____, 20_____, before me, appeared

_____, the undersigned known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:				
FROM:		PROJECT NUMBER:				
TO:		PROJECT LOCATION:				
PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ _____

TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: _____

(Signature)

(Printed Name)

Notary: _____ Date: _____

My Commission Expires: _____

Section 5

SPECIFICATIONS

The Contractor's attention is drawn to the following terms, conditions and responsibilities:

Section 5.1 Location

A. The work described by the Specifications is located in Fulton County, Georgia. The exact location will be assigned when individual projects are determined on as-needed basis.

Section 5.2 Work Included

It is the County's intent to award the Work as a single contract to a single Contractor. The Contractor will be responsible for the successful completion of the Work for the County. The County will give serious consideration to a Prime Contractor in joint venture with another Contractor or a team of multiple Sub-Contractors, working under the management of a single Prime Contractor that is a licensed Utility Contractor.

The County seeks to employ the most qualified Contractor for installation and replacement of medium and large water meters throughout North Fulton County (north of the Chattahoochee River). The County reserves the right to issue separate contracts should it be determine that it's in the best interest of the County.

The Prime Contractor must be able to provide verification that they have experience in the management of multiple Sub-Contractors involved in Public Works Contracts. The Prime Contractor's team shall be structured so that the work will be performed in a manner that is efficient, cost effective for the County, and responsive to all the requirements of the Work as defined in this ITB.

The selected Prime Contractor will be awarded the single Contract for the Work. The Prime Contractor shall detail in its proposal the planned use and involvement of any Sub-Contractors, including, but not limited to, the name, address, telephone and facsimile numbers, individual contact name, and detailed description of the portion of work to be performed by the Sub-Contractors and detailed explanation of reasoning for the termination or change of Sub-Contractor, if applicable (see below).

The Prime Contractor, however, will not be bound to use only those Sub-Contractors named in the bid. The Prime Contractor will have the option to change Sub-Contractors as needed throughout the duration of the contract for the purpose of improving the performance of the Work, improving Work quality, or increasing Work production rates. The Prime Contractor, however, must secure written authorization from the County before canceling or awarding any Sub-Contract. The Prime Contractor shall detail in its request for authorization from the County the planned use and involvement of any new

Sub-Contractors, including, but not limited to, the name, address, telephone and facsimile numbers, individual contract name, and a detailed explanation of reasoning for the termination or change of Sub-Contractor, if applicable.

The Prime Contractor will be responsible for the performance of the Work and must exercise the appropriate degree of control of the performance of its Sub-Contractors. The Prime Contractor shall include appropriate provisions in all applicable Sub-Contracts relative to the Work to bind all Sub-Contractors to the Prime Contractor by the terms of the General Conditions and other Contract Documents as applicable to the Work of the Sub-Contractors and to give the Prime Contractor the same power of termination in regards to Sub-Contracts as the County may exercise over the Prime Contractor under any provisions of the Contract Documents.

The work to be performed under this contract shall consist of furnishing all labor, materials (except as noted) tools, equipment and incidentals and completing all Work required in order to perform new large water meter installation and large water meter replacements on the water distribution system in Fulton County.

An estimate of work on this project includes but is not limited to:

1. Installation of large size meters – estimated 50 annually
2. Replacement of larger meters – estimated 115 annually
3. Other work as assigned

This listing contains estimates of the amount of specific work anticipated on this contract. It is not a guarantee of work or an inclusive list of all work the contractor might be assigned.

All non-residential new installations shall include a water meter, service line or piping and meter box or vault. All installation and/or replacement shall be accomplished in accordance to technical specification 02668, but generally:

1. The contractor is responsible for providing all material with the exception of the water meter, valves and vault. The contractor shall provide all fittings, pipe, appurtenances, gravel, cement, brick, block, concrete, threaded rod, copper tubing, labor, equipment, etc.
2. Contractor is responsible for the coordination of meter and meter vault delivery and installation.
3. If service line is required, contractor is responsible for installing the tap and service line.
4. All street cuts shall be repaired per DOT standards, technical specification 02668. Contractor is responsible for supplying all materials, labor, equipment, asphalt, concrete, traffic control, permits, etc.
5. Contractor shall supply all street plates.

6. Contractor shall furnish all temporary material including, but not limited to gravel.
7. Contractor shall be responsible for location of all utility lines and for coordination with all utilities
8. Contractor shall receive a work order on all new installation and replacement of meters or other work as covered by this procurement from the Project Manager. All work orders shall have a date and time indicated on the order. This is the date and time to commence work. All new installations shall be accomplished as per the following schedule:

- Commercial large Coordinate with Development Contractor

The contractor is responsible for coordination with General Contractors. Any delay due to GCs must be reported immediately to Project Manager for assistance in coordination, but shall remain the responsibility of the contractor. Failure to complete meter installation within the stipulated time periods shall result in liquidated damages being paid to the County in accordance with the provisions of this procurement.

9. The contractor shall be responsible for disinfection, as required, on all side services and main extensions.
10. Upon completion, the contractor shall rough grade the disturbed area and apply erosion control methods to protect the area from conditions which may cause soil erosion.

Section 5.3 Work Coordination

A. After receiving a work order, the Contractor shall coordinate with the customer for installation or replacement of meters. It is the Contractor's responsibility to schedule the installation with the customer during a time mutually acceptable, to resolve technical issues with the customer, to insure installation or replacement in accordance with Fulton County specifications. No additional time will be authorized for installation due to conflicts in coordination with Customer unless specifically agreed to in writing by the Project Manager.

B. The Contractor shall coordinate his work with third parties (such as public utilities and telephone company) in areas where such parties may have rights to underground property or facilities, and request maps or other descriptive information as to the nature and location of such underground facilities or property.

C. The Contractor shall also coordinate his work with owners of private and public property where access is required for the performance of the work. Legal access will be acquired by the Contractor through the Owner.

Section 5.4 Conditions at the Site

- A. The Contractor shall make all necessary investigations to determine the existence and location of underground utilities and obtain all necessary permits.
- B. The Contractor will be held responsible for any damage to and for maintenance and protection of existing utilities and structures.
- C. Nothing in these Contract Documents or associated Drawings shall be construed as a guarantee that such utilities are in the location indicated or that they actually exist, or that other utilities are not within the area of the operations.

The Contractor must adhere to the following:

SECTION 5.5 SCHEDULING OF THE WORK

1. Introduction

- A. This Section describes the work order scheduling and progress reporting requirements of the Contract. The primary objectives of the requirements of this Section are:
 - 1. To insure adequate planning and execution of the Work by the Contractor;
 - 2. To assist the County and Project Manager in evaluating the progress of the Work;
 - 3. To provide for optimum coordination by the Contractor of its subcontractors, trades, and suppliers, and of its Work with the work or services provided by the County or any separate contractors; and
 - 4. To permit the timely prediction or detection of events or occurrences which may affect the timely prosecution of the Work.

2. General Scheduling requirements:

- A. The Work of this Contract shall be assigned via a work order issued to the contractor.
- B. The Contractor shall indicate receipt of the work order and within 3 business days from issue provide to the Project Manager a schedule for accomplishment of work.
- C. Once approved by the Project Manager, the Work Order Schedule will become the Schedule of Record for coordinating the Work, scheduling the Work, monitoring the Work, reviewing the payment requests, evaluating time extension requests, and all other objectives listed above.
- D. The Contractor is responsible for determining the sequence of activities, the time estimates of the detailed construction activities and the means, methods, techniques and procedures to be employed. The Work Order Schedule shall represent the Contractor's best judgment of how it will prosecute the Work in compliance with the Contract requirements.

- F. The Contractor shall be solely responsible for expediting the delivery of all materials and equipment to be furnished by the Contractor and by the County so that the progress of work orders shall be maintained according to the currently approved work order schedule for the Work.

SECTION 5.6 MEASUREMENT AND PAYMENT

This Section identifies each Measurement for Payment outlined in the bid (Bid Price Schedule) and describes the methods by which payments shall be based.

- A. No payment shall be made for the restoration of developed property unless specifically authorized by the Project Manager, in writing, on the service order. This includes but is not limited to sidewalks and curbs, driveways, fences, walls or grass and/or sod. Any payment for restoration of such developed property will be made at the bid rate on a per unit basis.
- B. The cost of moving and reestablishing man-made and landscape features, including labor, materials and equipment shall be included in the unit price bid for such items and shall be specifically authorized by the project manager, in writing, on the work order.
- C. No additional or separate payment shall be made for cutting of concrete and asphalt pavement, excavation, disposal of rubbish and debris, pipe bedding, backfill, dewatering of trench, or repair of damaged properties. All of these items are contained in the unit price of individual items or are included as a line item in the bid. All testing required for the execution of the work shall be done as part of the price for the item involved.
- D. No additional or separate payment shall be made for any traffic control, work area protection, recording, safety measures, set-up of equipment and set-up of staging area, except as indicated below. Payment for these items shall be part of the unit price bid for each particular item of work.
- E. No additional or separate payment shall be made for providing detail surveys needed for construction. The contractor shall be responsible for furnishing benchmarks, reference points and stakes to establish a base line for locating the principal component of the work. The contractor shall also be responsible for providing any further survey necessary to complete the work. The contractor shall carefully preserve the established points, and in case of willful or careless destruction, the contractor shall be responsible for the costs of reestablishing the benchmarks, reference points and stakes.
- F. No additional or separate payment or additional payment shall be made for any special unique method, means, techniques or equipment necessary for the contractor's compliance with these specifications, regulatory requirements, permits,

laws or regulations which govern the project. All costs shall be included in the unit price bid for each item.

- G. No additional or separate payment shall be made for trench excavation. All costs shall be included in the unit price bid for each item.
- H. No additional or separate payment will be made for providing sheeting, bracing, and timbering specified, shown on the drawings or necessary due to the contractor's means of construction. All costs for sheeting, bracing, and shoring shall be included in the unit price bid for each individual item.
- I. No payment will be made for sheeting removed or for sheeting left in place for the contractor's convenience.
- J. No additional or separate payment will be made for material used to provide crushed stone (#57) bedding and haunching. The cost of all bedding and haunching materials shall be included in the unit price bid for the item to which it relates except for trench stabilization.
- K. No additional or separate payment will be made for improved bedding required to compensate for over excavation of the trench. Additional bedding required to compensate for removed unsuitable materials, as directed by the project manager will be paid through the unit price bid for trench stabilization.
- L. No additional or separate payment shall be made for initial and/or final backfill.
- M. No additional or separate payment shall be made for drying out the initial backfill material in order to meet the compaction requirements.
- N. No additional or separate payment shall be made for the adding of moisture to the initial backfill materials in order to meet compaction requirements.
- O. No additional or separate payment shall be made for providing select material if the in-situ material cannot meet the compaction requirements.
- P. No additional or separate payment will be made for select backfill material. Payment for select material shall be included in the unit price bid each individual item.
- Q. No additional or separate payment will be made for disposal off site of surplus excavated materials.
- R. No additional or separate payment will be made for placing temporary crusher run backfill or granular material on top portion of trench on paved areas.
- S. All costs for clean-up and testing shall be included in the unit price bid for each individual item. Final payment shall not be made for any installation unless both testing and clean-up have been performed satisfactorily for that item for which payment is being requested.

- T. Payment for testing shall be made at the unit price bid for each individual item. No separate payment shall be made for associated testing fees.

Section 5.6.1 Measurement and Payment

Section 5.6.2 Scope

- A. The bid lists each item of work for which payment will be made. No payment will be made for any items other than those listed in the bid.
- B. Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the bid, and which are not specified in this section to be measured or to be included in one of the items listed in the bid, shall be considered as incidental to the work. All costs thereof, including contractor's overhead costs and profit, shall be considered as included in the unit prices bid for the various bid items. The contractor shall prepare his bid accordingly.
- C. Work includes furnishing all labor, equipment, tools, and materials, which are not furnished by the County, and performing all operations required to complete the work satisfactorily, in place, as indicated on the drawings, work orders, and as specified or directed by the project manager.

Section 5.6.3 Descriptions

- A. Measurement of an item of work will be by the unit indicated in the bid schedule.
- B. Payment will include all necessary and incidental related work not specified to be included in any other item of work listed in the bid schedule.
- C. Unless otherwise stated in individual sections of the specifications or in the bid schedule, no additional or separate payment will be made for any item of work, materials, parts, equipment, supplies or related items required to perform and complete the Work. The costs for all such items required shall be included in the contract price bid of which it is a part.
- D. Payment will be made at the contract price per unit indicated in the bid schedule, with the total price of the contract being equal to the total bid and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the contractor for furnishing all labor, equipment, tools, and materials not furnished by the owner, and for performing all operations required to provide to the owner the entire project, complete in place, as specified and as indicated on the drawings.

Section 5.6.4 SPECIFIC ITEMS: Each measurement and payment listing corresponds to the numbered listing on the bid sheet.

Section 5.7 LARGE SIZE METERS & DOUBLE DETECTOR CHECK

Section 5.7.1 NEW INSTALLATION OF LARGE METERS INCLUDING VAULTS, VALVES & BYPASS PIPING

Measurement

Measurement for the installation of large (3" and larger) meters will be on the basis of each meter installed.

Payment

Payment includes mobilization, all labor and equipment necessary to install service line, tap, valves, bypass piping, fittings, meter vault and meter. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide the meter, strainer, valves and vault. Contractor shall provide all necessary fittings, pipe, material and other necessary appurtenances required for fabrication of the meter assembly including bypass piping, installation of the meter assembly and installation of the vault. Fulton County will provide the vault through a vendor, the contractor shall coordinate with vendor and County to arrange delivery of vault, off-load and set vault; contractor shall provide all necessary labor and equipment. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

Section 5.7.2 NEW INSTALLATION OF ¾" TO 2" METER AND TAP IN CONJUNCTION WITH EITHER NEW LARGE METER OR DOUBLE DETECTOR CHECK (DDC) INSTALLATION/REPLACEMENT ONLY.

Measurement

Measurement for the installation of ¾" to 2" meters, service lines, valves, fittings and meter boxes, in conjunction with large meters will be on the basis of each meter and service line installed. Unit price includes up to fifteen feet of copper tubing for meter installation. Unit price for additional length of service line installation shall be priced at the unit price per foot of service line installation in the bid for the length greater than 15 feet.

Payment

Payment includes mobilization, all labor and equipment necessary to install service line, tap, valves, fittings, meter box and meter. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide meter, meter box, curb stop or meter setter; contractor shall provide all copper tube, necessary fittings, appurtenances, labor and equipment required for installation/replacement of the water meter. The

contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

Section 5.7.3 REPLACEMENT OF LARGE METER ONLY

Measurement

Measurement of meters will be on the basis of each meter replaced as directed by the County.

Payment

Payment includes mobilization, all labor and equipment necessary to replace the meter. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide meter; contractor shall provide all necessary pipe, fittings and appurtenances required for replacement of the water meter. The replaced meter shall be returned to Fulton County at 11575 Maxwell Road. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

Section 5.7.4 REPLACEMENT OF LARGE METER INCLUDING VAULT, VALVES AND BYPASS PIPING

Measurement

Measurement will be on the basis of unit price each for each complete meter assembly and vault replaced.

b) Payment

Payment includes mobilization, all labor and equipment necessary to replace service line, tap, valves, bypass piping, fittings, touchread, meter vault and meter. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide the meter, strainer, valves and vault. Contractor shall provide all necessary fittings, pipe, material and other necessary appurtenances required for fabrication of the meter assembly including bypass piping, removal and replacement of the meter assembly and removal and replacement of the vault. Fulton County will provide the vault through a vendor, the contractor shall coordinate with vendor and County to arrange delivery of vault, off-load and set vault; contractor shall provide all necessary labor and equipment. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

Section 5.7.5 REPLACEMENT OF LARGE METER INCLUDING VALVES AND BYPASS PIPING

a) Measurement

Measurement will be on the basis of unit price each for each complete meter assembly replaced.

b) Payment

Payment includes mobilization, all labor and equipment necessary to replace service line, tap, valves, bypass piping, fittings, touchread, and meter. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide the meter, strainer, and valves. Contractor shall provide all necessary fittings, pipe, material and other necessary appurtenances required for fabrication of the meter assembly including bypass piping, removal and replacement of the meter assembly. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

Section 5.7.6 PIPE INSTALLATION IN CONJUNCTION WITH LARGE METER INSTALLATION, REPLACEMENT, OR OTHER TASKS

Measurement

Measurement of the pipe lines, on the basis of pipe installed.

Payment

Payment includes mobilization, all labor and equipment necessary to install pipe and necessary fittings where not provided for in other pay items. By-pass piping is not covered by this item. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide no materials, the contractor shall provide all fittings, pipe, and necessary appurtenances required for pipe installation. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

Section 5.7.7 METER VAULT REPLACEMENT

Measurement

Measurement of vault replaced will be on the basis of unit price each for each vault replaced.

Payment

Payment includes mobilization, all labor and equipment necessary to coordinate vault delivery, off-loading and setting of vault, disconnection and re-installation of lines, taps, valves, and meters necessary to completely remove an existing meter assembly and existing vault and replace it with a new vault including excavation, dewatering, backfill, and compaction. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide the vault through a vendor, the contractor shall coordinate with vendor and County to arrange delivery of vault, off-load and set vault; the contractor shall provide all fittings, pipe, and necessary appurtenances required for vault replacement. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

Section 5.7.8 METER VAULT ADJUSTMENT

Measurement

Measurement of vault adjustments will be on the basis of linear foot of adjustment of each vault adjusted to grade. There are individual line items for adjustment "up to grade".

Payment

Payment includes mobilization, all labor and equipment necessary to coordinate riser delivery, off-loading and setting of riser and adjust meter vault to grade as listed in the bid. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide additional vault riser sections through a vendor; the contractor shall coordinate with vendor and County to arrange delivery of riser sections, off-load and set riser; the contractor shall provide all pipe, fittings and necessary appurtenances required to raise the elevation of an existing vault. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

Section 5.7.9 NEW INSTALLATION OF DDC, VALVES AND VAULT

Measurement

Measurement will be on the basis of each installed DDC and vault.

Payment

Payment, including mobilization, all labor and equipment necessary to install a complete DDC and vault and test DDC, will be based on the price listed in the bid. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide DDC, valves, and vault; Fulton County will provide the vault through a vendor, the contractor shall coordinate with vendor and County to arrange delivery of vault, off-load and set the vault; the contractor shall provide flange kits, fittings, pipe, and necessary appurtenances required for installation of DDC, vault and valves. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

Section 5.7.10 REPLACEMENT OF DDC ONLY

Measurement

Measurement will be on the basis of each replaced DDC.

b) Payment

Payment, including providing mobilization, all labor and equipment necessary to remove a DDC and install a new DDC and test DDC, will be based on the price listed in the bid. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide the DDC; the contractor shall provide fittings, pipe, and necessary appurtenances required for replacement of DDC. Replaced DDC shall be returned to Fulton County at 11575 Maxwell Road. The contractor is responsible for all leaks for a

period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

Section 5.7.11 VALVE REPLACEMENT ON EXISTING METERS

Measurement

Measurement of valves replaced will be on the basis of unit price for each valve and valve box replaced.

b) Payment

Payment includes mobilization, all labor and equipment necessary to completely remove an existing valve and valve box and replace it with a new valve assembly including any necessary pipe, transition couplings, mechanical joint fittings, thrust restraint, excavation, dewatering, backfill and compaction. Removed valves shall be returned to the Fulton County. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide valves and valve box; the contractor shall provide pipe couplings, fittings and necessary appurtenances required to replace an existing valve. The replaced valve shall be returned to Fulton County at 11575 Maxwell Road. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

Section 5.7.12 CUT-IN OF VALVES IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT.

Measurement

Measurement of valves with box will be on the basis of each valve installed as directed by the County.

Payment

Payment for providing mobilization, all labor and equipment for installing valves shall be on the basis of the unit price for each in the bid. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide valve and valve box; the contractor shall provide pipe, fittings and necessary appurtenances required to install valve and box. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

OTHER SERVICES IN CONJUNCTION WITH WATER METER INSTALLATION / REPLACEMENT

Section 5.7.13 CASED PIPE - JACK AND BORE OR DIRECT BURY (INCLUDES INSTALLATION OF CARRIER PIPE)

Measurement

Measurement of cased pipe will be on the basis of the linear foot of bore or buried casing length installed.

Payment

Payment for jack and bore with steel casings of various sizes shall be at the unit price bid per inch diameter per foot for jack and bore with steel casing or direct bury with steel casing and shall include: labor, equipment, casing, supports, grout, and accessories for installing casing and carrier pipe per details. Measurement for payment shall be made along the centerline of the casing from edge to edge of actual bore or buried length. Length of casing protruding outside the actual bored area shall not be included. No additional payment for mobilization, labor or equipment will be made. Payment shall also include excavation and dewatering of access pits and providing sheeting and other safety requirements by OSHA. Payment for the installation of the carrier pipe shall be included in the unit price bid. No additional payment shall be made for rock excavation if some is encountered during boring and jacking operation or direct bury. Contractor shall be responsible for the operation of the bore. Any damage caused will be the responsibility of the Contractor. Payment includes mobilization, all labor and equipment necessary to install the casing and carrier pipe. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide no materials; the contractor shall provide all necessary pipe, casing and necessary appurtenances required for the installation of the casing and pipe. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

Section 5.7.14 FIRE HYDRANT INSTALLATION, RELOCATION AND HEIGHT ADJUSTMENT IN CONJUNCTION WITH METER INSTALLATION / REPLACEMENT.

Measurement

Measurement of fire hydrants will be on the basis of unit price for each installed, adjusted or relocated.

Payment

Payment for providing mobilization, all labor and equipment necessary to install, adjust or relocate a complete fire hydrant assembly will be on the basis of lump sum each as listed in the bid. Hydrants shall be adjusted to finish grade. Payment for the installation of ductile iron pipe and thrust blocking will be on the basis of unit price per foot as listed in bid. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide no materials; the contractor shall provide all materials and appurtenances required for the installation, relocation or adjustment of the hydrant. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

Section 5.7.15 WET TAPPING, VALVE AND VALVE BOX IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT

Measurement

Measurement of tapping sleeves, valves and valve boxes will be on the basis of each installed as shown on the plans.

Payment

Payment for providing mobilization, all labor and equipment necessary to install a complete tapping sleeve, valve and valve box shall be on the basis of lump sum each as listed in the bid. Payment includes mobilization, all labor and equipment necessary to install service line, tap, valves, fittings, meter box and meter. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide no materials, the contractor shall provide all necessary materials including full MJ tapping sleeve and all appurtenances required for the installation of the tap. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

Section 5.7.16 CONCRETE THRUST BLOCK INSTALLATION IN CONJUNCTION WITH METER INSTALLATION / REPLACEMENT.

Measurement

Measurement will be based on the cubic yards of concrete placed as shown on the thrust block detail.

Payment

Payment for furnishing and placing concrete thrust blocks shall include mobilization, labor and equipment required for forming as well as providing and placing of the concrete. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide no materials, the contractor shall provide all necessary materials required for the thrust blocking. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

Section 5.7.17 CONCRETE & ASPHALT SIDEWALKS, DRIVEWAYS, CURBS AND GUTTERS and STREET and ROAD PAVEMENT REPLACEMENT AND FINISH IN CONJUNCTION WITH METER INSTALLATION / REPLACEMENT.

Measurement

Measurement of sidewalk, driveways, curbs and gutters and other cement or asphalt replacement will be on the basis of the bid unit price and shall include mobilization, removal and disposal of old concrete or asphalt, construction of forms, if required and the replacement and finishing of the new concrete or asphalt. Measurement of sidewalk replacement and street cut repair will be on the basis of square footage. Curb and gutter replacement will be on the basis of linear feet.

Payment

Payment for furnishing concrete shall include forming as well as providing and removing forms. Unit prices shall include the cost of the concrete per the appropriate specification, as well as delivery charges. The unit price shall include the furnishing of

mobilization all labor, materials, tools, disposal and equipment necessary to complete the work as specified or as shown. No additional payment will be made for removing and replacing damaged adjacent area of driveway caused by the Contractor.

The unit price for removing and replacing concrete pavement shall include cutting, removing and disposing existing pavement and replacing and compaction of base, sub-base, concrete and all related items, as shown on the drawings, specified or as directed by the County.

The unit price for removing and replacing asphalt pavement shall include cutting, removing and disposing of existing pavement and replacing and compaction of base, sub-base, asphalt, concrete and all related items, as shown on the drawings, specified or as directed by the County. This applies to areas where standard utility cut replacement is not required. Replacement of parking lot shall also be covered under this item.

The unit price for Type E (Section 400 of the GDOT Standard Specifications) Asphalt Topping shall include the overlaying of approximately 1 inch of Type E asphalt on existing pavement.

The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

Section 5.7.18 LABOR AND EQUIPMENT IN CONJUNCTION WITH METER INSTALLATION OR REPLACEMENT (FOR SERVICES NOT INCLUDED IN OTHER PAY ITEMS)

Measurement

Measurement will be on the basis of unit cost per hour.

Payment

Payment for providing mobilization, all labor and equipment will be on the basis of unit price per hour as listed in the bid. Payment includes mobilization, all labor and equipment.

Section 5.7.19 EROSION AND SEDIMENT CONTROL (FOR ITEMS NOT INCLUDED IN BID SHEETS)

Measurement

Measurement will be on the basis of type of erosion and sediment control device installed.

b) Payment

Payment for silt fencing for erosion control purposes, including all materials, labor, equipment and tools, as shown on the Drawings, specified or directed by the County

shall be included in the unit price bid for Silt Fence for various types. Payment includes mobilization, all labor and equipment necessary to install erosion and sediment control. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost. No additional payment will be made for the cost of maintenance and repair work. No additional payment will be made for the cost of removal and disposal of used materials. Removal of silt fence shall be done only when construction area has been completely stabilized with permanent vegetation and all roadways and driveways have been paved and/or as directed by the Project Manager.

Measurement for installing hay bales shall be made as a separate item based on actual quantity installed. Installed hay bales that do not serve its primary purpose to control erosion will not be paid, unless shown on the work order, specified, or directed by the County.

Payment for staked hay bales shall include installation, maintenance, replacement, if necessary, of damaged bales, disposal and the furnishing of all labor, materials, equipment and tools necessary to complete the work.

Payment for dirt bag shall be made as a separate item based on quantity installed for the purpose of controlling silt during dewatering operation. The unit price shall include the furnishing of non-woven bag, gravel bed, straps, and all other labor, materials, equipment and tools necessary for a complete work.

The dirt bag is considered full, should be removed from the site when it is impractical for the bag to filter the sediment out at a reasonable flow rate, and should be replaced with a new dirtbag.

No additional payment will be made for cleaning, maintenance and disposal of dirtbag.

Section 5.7.20 TREE PROTECTION (FOR ITEMS NOT INCLUDED IN BID SHEETS)

Measurement for tree protection fence shall be based on quantity installed per linear foot.

Payment of tree protection shall include all labor and material to install tree protection fence. No additional payment will be made for tree protection fence that has been damaged and has to be reestablished due to Contractor's negligence. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

Section 5.7.21 TREE REMOVAL (FOR ITEMS NOT INCLUDED IN BID SHEETS)

a) Measurement of trees removed will be on a per inch basis of the measured diameter of each tree. The measurement of the tree diameter shall be made at a point 4.5' above the ground surface. If distortions, branches or swelling is located at the 4.5' level, the tree shall be measured at the 4' and 5' level and the 2 diameters averaged. On a sloped surface the measurement shall be made on the uphill side. The tape measure shall be held at a right angle to the trunk, taking care that the tape is not twisted. If a traditional tape measure is used the circumference shall be measured in inches and this figure divided by pi (3.142) to obtain the diameter in inches. Alternately a loggers diameter tape calibrated in inches may be used.

b) Payment for trees removed shall include at a minimum, cutting the specified tree down even with or as low to the ground as possible, grinding the stump 4" below ground surface, filling this depression, chopping/chipping and hauling off the premises all debris. Trees will be classified as easy access if they can be dropped and difficult access if they must be de-limbed and brought down in sections. The contractor shall be responsible for the protection of underground utilities as per the Georgia Underground Utilities Protection Act. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

Section 5.7.22 ROCK EXCAVATION (FOR ITEMS NOT INCLUDED IN BID SHEETS)

Rock excavation shall be paid for as an extra in the specifications . Payment will be made for the measured quantity of rock excavated, at the sum of the unit prices bid for rock excavation. Payment includes mobilization, all labor and equipment necessary to remove and dispose of rock. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

The maximum allowable volume of rock excavated for payment shall be based on a trench width equal to the outside diameter of the pipe barrel plus eighteen (18) inches, but not less than 36-inches, and depth of rock on the pipe centerline, from the top of the rock to the bottom of the rock or the specified bottom of trench, whichever has the higher elevation.

The County must be given reasonable notice to measure all rock. Payment shall be made based on a quantity certified correct by the County based on a joint measurement conducted by and between the Contractor and the Project Manager.

If rock is encountered that requires removal by blasting, the County will require the Contractor to employ a blasting engineer to supervise the Work. The Project Manager must approve the blasting engineer. It will be the blasting engineer's duty to advise the

blaster of hole spacing and loading and to make seismic and concussion measurements where deemed necessary.

No extra payment will be made for blasting. All costs of equipment, labor and materials required for blasting shall be included in the unit price bid for rock excavation.

Payment for blast monitoring shall be made under the Task Allowances provided for blast monitoring. A fee must be agreed upon by the County prior to the Contractor employing an independent, qualified specialty subcontractor to monitor the blasting. If the Contractor employs the specialty subcontractor prior to the County's approval of the fee, all such costs are subject to non-reimbursement.

Section 5.7.23 TRENCH STABILIZATION (FOR ITEMS NOT INCLUDED IN BID SHEETS)

Payment of Trench Stabilization (crushed stone, #57) will not be made where such material is a part of required pipe foundation bedding or where such material is used by the Contractor to increase production or utilize a lesser strength pipe when permitted by an improved pipe foundation or within the limits of the water meter vault footprint. Such additional use of granular material in bedding pipe or for other purposes is considered an incidental cost of constructing sewer line and no separate payment will be made. Payment includes mobilization, all labor and equipment necessary to stabilize trench. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

If trench stabilization is required for work not specifically included in the bid and the sub-grade is, by nature, too soft and mucky for proper installation of pipe, the Project Manager may order the Contractor to undercut the ditch and backfill with granular material (crushed stone, #57). The crushed stone shall be brought to grade and compacted. When the unsuitable nature of in-place material arises out of wet trench conditions, granular material will be authorized only where alternative techniques (including dewatering methods) are impractical as determined by the Project Manager.

When use of granular material is authorized, its volume in cubic yards will be computed by multiplying (1) the horizontal length of the granular material construction along the water line centerline by (2) the authorized depth of granular material measured at the side of the pipe by (3) the narrowest maximum trench width authorized in the specifications and drawings.

If during excavation, the sub-grade in-place material under roadway or other paved areas is found unsuitable, in the opinion of the Project Manager for proper backfilling of trench and installation of pavement, the Project Manager may order the Contractor to remove such material and replace it with trench stabilization material such as suitable earth material (borrow), crusher run or M-10 sand. Where trench stabilization is provided, the trench stabilization material shall be compacted to the requirement of the

specifications. However, if the excavated material is found suitable but becomes unsuitable later due to improper handling and stockpiling by the Contractor, the Contractor shall be responsible for providing suitable backfill material acceptable to the County. The County may also order the replacement of in-situ materials with trench stabilization materials. Payment of such will be similar as described below.

Payment for Trench Stabilization shall be the full compensation for removing and disposing the unsuitable material, furnishing trench stabilization material, over-excavation of trench, dewatering, compaction and other related work. Trench Stabilization materials will be measured similar to computing granular material described in item C above.

Backfilling the top portion of trench on paved areas temporarily with crusher run or granular material to make the road passable or for other purposes is considered as an incidental cost of constructing of each line item, and shall be the responsibility of the Contractor. No separate payment will be made for this work.

No additional payment will be made for disposing surplus material offsite.

Section 5.7.24 REMOVE AND REPLACE EXISTING FENCE(FOR ITEMS NOT INCLUDED IN BID SHEETS)

Payment of removing and replacing existing fence shall be measured based on quantity removed and replaced for various type of fence. Unit price shall include all labor, material, equipment and tools necessary to complete the work as shown on the Drawings, specified or directed by the County. Payment includes mobilization, all labor and equipment necessary to remove and replace fencing. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 180 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

A. Limit blowing dust caused by construction by applying water or employing other appropriate means or methods to maintain dust control subject to the approval of the County. As a minimum, this may require the use of a water wagon to suppress dusty

SECTION 5.8 INSPECTION OF WORK

Section 5.8.1 Inspection

A. The Project Manager shall have the right of access to and inspection of the work at all times. Materials, equipment and products shall be subject to the Project Manager's review as specified herein.

B. The Project Manager is responsible for general surveillance of the work on behalf of the County. The Project Manager is not responsible for construction means, methods, sequences, or procedures or for safety precautions and programs in connection with the

work. The Project Manager is not responsible for supervision of the work and shall not give instruction to the Contractor's personnel as to methods of execution of the work. The Project Manager is not responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

Section 5.8.2 Contractor's Duties

A. The Contractor is responsible for all materials, equipment, methods, and procedures in execution of the work.

B. The Contractor shall correct, to the satisfaction of the County, any work or material not provided by the County found to be defective or of deficient quality. The Contractor at no additional expense to the County shall make such corrections.

Section 5.8.3 Right of Entry

A. Representatives of Fulton County, the Environmental Protection Division of the Georgia Department of Natural Resources, and the U.S. Department of Agriculture, Soil Conservation Services and others as may be identified by the County shall have access to the work wherever it is in preparation or progress. The Contractor shall provide proper facilities for such access and inspection.

SECTION 5.9 DUST CONTROL

Section 5.9.1 Scope conditions.

Section 5.9.2 Protection of Adjacent Property

A. The Contractor shall make adequate provision to fully protect the surrounding area and will be held fully responsible for all damages resulting from Contractor's operations.

B. Protect all existing facilities (indoors and out) from damage by dust, spray or spills (indoors or out). Protect motors, bearings, electrical gear, instrumentation and building or other surfaces from dirt, dust, welding fumes, paint spray, spills or droppings causing wear, corrosion, malfunction, failure or defacement by enclosure, sprinkling or other dust palliatives, masking and covering, exhausting or containment.

SECTION 5.10 CLEANING

Section 5.10.1 Scope

A. This Section covers the general cleaning which the Contractor shall be required to perform both during construction and before final acceptance of the Project unless otherwise shown on the Drawings or specified elsewhere in these Specifications.

Section 5.10.2 Quality Assurance

A. Daily, and more often if necessary, conduct inspections verifying that requirements of cleanliness are being met.

B. In addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having jurisdiction.

Section 5.10.3 Hazardous Material and Waste

A. The Contractor shall handle hazardous waste and materials in accordance with applicable local, state, and federal regulations. Waste shall also be disposed of in WFPA approved landfills as applicable.

B. The Contractor shall prevent accumulation of wastes which create hazardous conditions.

C. Burning or burying rubbish and waste materials on the site shall not be allowed.

D. Disposal of hazardous wastes or materials into sanitary or storm sewers shall not be allowed.

Section 5.10.4 Disposable Surplus Material

A. Unless otherwise shown on the Drawings, specified or directed, the Contractor shall legally dispose off the site all surplus materials and equipment from demolition and shall provide suitable off-site disposal site, or utilize a site designated by the County.

Section 5.10.5 Cleaning Materials and Equipment

A. Provide all required personnel, equipment and materials needed to maintain the specified standard of cleanliness.

Section 5.10.6 Compatibility

A. Use only the cleaning materials, methods and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the County.

Section 5.10.7 Progress Cleaning

A. General

1. Do not allow the accumulation of scrap, debris, waste material and other items not required for construction of this Work.

2. At least each day, and more often if necessary, completely remove all scrap, debris and waste material from the job site.

3. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the environment.

B. Site

1. Daily and more often if necessary, inspect the site and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.
2. At all times maintain the site in a neat and orderly condition which meets the approval of the County.

Section 5.10.8 Final Cleaning

A. General: Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste. Conduct final progress cleaning as described in 3.01 above.

B. Site: Unless otherwise specifically directed by the County, hose down all paved areas on the site and all sidewalks; rake clean other surfaces of the grounds. Completely remove all resultant debris.

C. Post-Construction Cleanup: All evidence of temporary construction facilities. haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other evidence of construction, as directed by the County.

D. Restoration of Landscape Damage: Any landscape feature damaged by the Contractor outside the limits of construction shall be restored as nearly as possible to its original condition at the Contractor's expense. The County will decide what method of restoration shall be used.

E. Timing: Schedule final cleaning as approved by the County to enable the County to accept the Project.

SECTION 5.11 BONDING REQUIREMENTS

Section 5.11.1 Bid Surety. Each bidder must submit, with the bid, a Bid Bond in an amount not less than Five (5) percent of the dollar amount of the bid. Bonds must be written by a licensed Georgia agent in a company licensed to write surety bonds in the State of Georgia, and acceptable to the County. Bonds are to be made out to Fulton County, Georgia. Attorneys-in-fact who sign bids and/or contract bonds must file a certified and effectively dated copy of their power-of-attorney with each bond.

Section 5.11.2 Performance and Payment Bond. Each vendor must submit with the bid a signed statement from an authorized surety indicating proof of ability to provide Performance and Payment Bond in an amount equal to One-Hundred Percent (100%) of one year's cost of service. If awarded the contract, the successful vendor will be required to provide a Performance and Payment Bond in the amount of One-Hundred Percent (100%) of one year's cost of service, within ten (10) days after notice of award and prior to the start of any work. If the contract is renewed, all bonding requirements must also be continued covering the current annual amount of the contract.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

SECTION 5.12 TERMINATION

Section 5.12.1 Termination for Cause. If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, fails to supply sufficient properly skilled workers or materials, fails to make prompt payment to subcontractors or material men, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, fails to diligently prosecute the work, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the County may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The County may finish the work by whatever methods the County deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds the cost of completing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the County on demand. This obligation for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts.

Section 5.12.2 Termination for Convenience - The County may, at any time upon 30 days written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the County. Said termination shall be without prejudice to any right or remedy of the County provided herein. In addition, in the event this agreement has been terminated due to the default of the Contractor, and if it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a termination for convenience pursuant to this paragraph.

Section 5.12.3 Termination for Convenience – Payment - If the Contract is terminated for convenience by the County as provided in this article, Contractor will be paid compensation for those services actually performed as approved by the County or his representative. Partially completed tasks will be compensated for based on a signed statement of completion prepared by the Project Manager and submitted to the

Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done. Contractor shall also be paid for reasonable costs for the orderly filing and closing of the project.

SECTION 5.13 CONTRACT DOCUMENTS

- 1 This agreement consists of FULTON County's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, the Agreement, general conditions, special conditions, specifications, plans, drawings, exhibits, addenda, and written change orders.
- 2 Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and the Contractor's surety.
- 3 Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.
- 4 After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.
- 5 Should the Contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

Section 5.13.1 The Drawings, Specifications, Contract Documents, and all supplemental documents, are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all Work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the County.

Section 5.13.2 In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

Section 5.13.3 In cases where products or quantities are omitted from the Specifications, the description and quantities shown on the Drawings shall govern.

Section 5.13.4 Any ambiguities or need for clarification of the Drawings or Specifications shall be immediately reported to the Engineer in writing. Any such ambiguity or need for clarification shall be handled by the Engineer in writing. No

clarification of the Drawings and Specifications hereunder by the Engineer shall entitle the Contractor to any additional monies unless a Change Order has been processed as provided by "Changes in the Contract" hereof.

Section 5.13.5 Any work done by the Contractor following a discovery of such differing site condition or ambiguity or need for clarification in the Contract Drawings and Specifications prior to a written report to the Engineer shall not entitle the Contractor to additional monies and shall be done at the Contractor's risk.

Section 5.13.6 The Engineer will furnish the Contractor one (1) copy of the Contract Drawings and the Specifications, one copy of which the Contractor shall have available at all times on the Project site.

Section 5.13.7 Review of Contract Documents

Before making its proposal to the County, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the Project Manager any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the Project Manager that have become a part of the contract documents, appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has reported in writing any error, inconsistency, or omission to the Project Manager, has properly stopped the affected work until instructed to proceed, and has otherwise followed the instructions of the Project Manager, the Contractor shall not be liable to the County for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work.

Section 5.13.8 Permits, Licenses and Bonds

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time. The Contractor shall obtain and keep in force at all times performance and payment bonds payable to Fulton County in penal amounts equal to the amounts stipulated in the bid documents.

SECTION 5.14 SUPERVISION OF WORK AND COORDINATION WITH OTHERS.

Section 5.14.1 The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the Project Manager. All

work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

Section 5.14.2 The County reserves the right to perform work related to the Project with the County's own forces and to award separate contracts in connection with other portions of the project, other work on the site under these or similar conditions of the contract, or work which has been extracted from the Contractor's work by the County.

Section 5.14.3 When separate contracts are awarded for different portions of the project or other work on the site, the term "separate contractor" in the Contract Documents in each case shall mean the contractor who executes each separate County Agreement.

Section 5.14.4 The Contractor shall cooperate with the County and separate contractors in arranging the introduction and storage of materials and equipment and execution of their work, and shall cooperate in coordinating connection of its work with theirs as required by the Contract Documents.

Section 5.14.5 If any part of the Contractor's Work depends for proper execution or results upon the work of the County or any separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Project Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results within fourteen (14) days of discovery of such discrepancy or defect. Failure of the Contractor to so report in writing shall constitute an acceptance of the County's or separate contractor's work as fit and proper to receive the Work, except as to any defects which may subsequently become apparent in such work by others. Any costs caused by defective or untimely work shall be borne by the party responsible therefore.

Section 5.14.6 Should the Contractor wrongfully cause damage to the work or property of the County, or to other work or property on the site, including the work of separate contractors, the Contractor shall promptly remedy such damage at the Contractor's expense.

Section 5.14.7 Should the Contractor be caused damage by any other contractor on the Project, by reason of such other contractor's failure to perform properly his contract with the County, no action shall lie against the County or the Project Manager inasmuch as the parties to this agreement are the only beneficiaries hereof and there are no third party beneficiaries and neither the County nor the Project Manager shall have liabilities therefore, but the Contractor may assert his claim for damages solely against such other contractor. The Contractor shall not be excused from performance of the contract by reason of any dispute as to damages with any other contractor or third party.

Section 5.14.8 Where the Work of this Contract shall be performed concurrently in the same areas as other construction work, the Contractor shall coordinate with the Project Manager and the separate contractors in establishing mutually acceptable schedules

and procedures that shall permit all jobs to proceed with minimum interference.

Section 5.14.9 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the County may clean up and charge the cost thereof to the Contractor or contractors responsible therefore as the County shall determine to be just.

Section 5.14.10 The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the Project Manager, immediately remove any superintendent, foreman or workman whom the Project Manager may consider incompetent or undesirable.

Section 5.14.11 The Contractor shall be responsible to the County for the acts and omissions of its employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement.

SECTION 5.15 SAFETY, EMERGENICES, SUSPENSION OF WORK

The Contractor shall take all reasonable precautions for the safety of all persons and property associated with the work, and the Contractor shall erect and maintain, as required by law or regulation, existing conditions and the progress of the work, all reasonable safeguards for the safety, health, and protection of persons in the vicinity of the project and in accordance with the Fulton County Contractor Safety and Health Management Process (Process). The Process (incorporated herein by reference) establishes only the minimum safety requirements for the work. Compliance with the Process shall not relieve the Contractor of its obligation to comply with any other requirement of law or regulation or provide a defense against any claim of violation of such other law or regulation. The Contractor is solely responsible for providing a safe and healthy workplace and shall defend, indemnify and hold harmless the County, its officers, employees, agents, and other contractors from any and all losses, claims, penalties, judgments, and expenses, including attorney's fees and legal costs arising in whole or in part from any failure of the Contractor or any of its subcontractors at any tier to comply with the safety and health requirements of this contract. Failure to provide a safe and healthy working place or to follow the safety requirements of this agreement after written notification by the County of such failure is reason for termination of the contract according to the termination provisions herein.

Section 5.15.1 In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss and to remedy said violation. Failing such action the County or its agent(s) may immediately take whatever steps it deems necessary including, but not limited to, suspending the Work as provided in this agreement. The County or its agent(s) may offset any and all costs or expenses of whatever nature, including attorneys' fees paid or incurred by the County or its

agent(s) (whether such fees are for in-house counsel or counsel retained by the County or its agent), in taking the steps authorized by this Condition against any sums then or thereafter due the Contractor. The Contractor shall defend, indemnify and hold harmless the County, its officer, employees, agents, and contractors against any and all costs or expenses caused by or arising from the exercise by the County of its authority to act in an emergency as set out herein.

Section 5.15.2 Should, in the judgment of the County or its agent(s), the Contractor or any subcontractor fail to provide a safe and healthy work place or fail to follow the safety requirements defined in the contract documents and approvals, the County or its agent(s) shall have the right, but not the obligation, to suspend work in the unsafe areas until deficiencies are corrected. All costs of any nature (including, without limitation, overtime pay, liquidated damages or other costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

Section 5.15.3 The Contractor is solely responsible for the implementation of its safety program and the safe provision of its services. The Contractor shall defend, indemnify, and hold harmless the County and its agent(s) from and against any and all liability (whether public or private, penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of; the Contractor, its subcontractors at any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the safety requirements of the contract. The Contractor shall not be relieved of its responsibilities under the safety requirements of the Contract the County or its agent(s) act or fail to act pursuant to its rights hereunder. The County and its agents shall not assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the Contractor by this agreement by virtue of having provided any safety program guidelines. The Contractor shall not raise as a defense to its obligation to indemnify under this Condition any failure of those indemnified hereunder to assure Contractor operates safely, it being understood and agreed that no such failure shall relieve the Contractor from its obligation to assure safe operation or from its obligation to so indemnify. The Contractor also hereby waives any rights it may have to seek contribution, either directly or indirectly from those indemnified hereunder.

Section 5.15.4 In any and all claims against those indemnified hereunder by any employee of the Contractor, any subcontractor at any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Condition shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor at any tier under any workers' compensation act, disability benefit or other employee benefit acts.

SECTION 5.16 WARRANTY

The Contractor warrants to the County that all materials and equipment furnished under

this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

Section 5.16.1 Contractor Warranty of the Work

If within one year after the date of issuance of the certificate of final payment pursuant to General Condition 84, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the Project Manager to do so. This obligation shall survive both final payment for the work and termination of the contract.

Section 5.16.2 Assignment of Manufacturers' Warranties Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the County. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the County. All such warranties shall be directly enforceable by the County.

SECTION 5.17 COMMENCEMENT OF WORK AND DURATION

The County may issue a Notice to Proceed at any time within 120 days following approval of the Contract by the Board of Commissioners. The Contractor shall commence work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed. The Contractor shall diligently prosecute the work to completion within the time specified in the Agreement. The capacity of the Contractor's construction and manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to insure completion of the work within the time specified in the Agreement. The Contractor and County hereby agree that the contract time for completion of the work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the work and anticipated work schedules of other contractors whose activities are in conjunction with or may affect the work under this contract.

Section 5.17.1 Inclement Weather The Contractor shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the County that there was greater than normal inclement weather and that such greater than normal inclement weather actually delayed the work, the Contractor shall not be entitled to an extension of time therefore.

Section 5.17.2 Work behind Schedule, Remedy by Contractor

If the work actually in place falls behind the currently updated and approved schedule, and it becomes apparent from the current schedule that work will not be completed

within the contract time, the Contractor agrees that it will, as necessary, or as directed by the Project Manager, take action at no additional cost to the County to improve the progress of the work, including increasing manpower, increasing the number of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

Section 5.17.3 County Representative Present during Testing

All tests performed by the Contractor shall be witnessed by the Project Manager unless the requirement therefore is waived in writing. The Project Manager may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

Section 5.17.4 Materials incorporated in Work

The Contractor shall furnish all materials and equipment to be incorporated in the work unless otherwise specified. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources which are currently manufacturing such materials, except as otherwise specifically approved by the Project Manager.

Section 5.17.5 Work Covered prior to County Inspection

In the event that work is covered or completed without the approval of the Project Manager, and such approval is required by the specifications or required in advance by the Project Manager, the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

SECTION 5.18 PAYMENTS

Upon approval of each monthly estimate of work performed and materials furnished, the Project Manager shall approve payment to the Contractor for the estimated value of such work, materials, and equipment, less the amount of all prior payments and any liquidated damages. The Contractor will be paid 100 percent, less retainage, of the cost of materials received and properly stored on-site but not incorporated into the work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale to establish the County's title to such materials or equipment. The Contractor's request for payment shall provide sufficient detail as to the work completed or materials purchased for which payment is requested to permit meaningful review by the Project Manager.

Section 5.18.1 Retainage

The County shall retain from each progress payment ten percent of the estimated value of the work performed until the progress payments, including retainage, total 50 percent of the contract price. If a contract includes two or more projects or assignments that have been separately priced and have separate budgets, and the performances of such

projects or assignments are not related to or dependent upon the performance of any other, the 50 per cent limit shall be based upon the price for each individual project or assignment. Thereafter, no further retainage shall be withheld so long as the Contractor is making satisfactory progress to insure completion of the work within the time specified therefore. The County may reinstate the ten percent retainage in the event the Project Manager determines that the Contractor is not making satisfactory progress to complete the work within the time specified in this agreement or in the event that the Project Manager provides a specific cause for such withholding. The County may also withhold retainage upon substantial completion of the work as provided in O.C.G.A. 13-10-20(c). Interest may be paid upon such retainage in accordance with Georgia law.

Section 5.18.2 Payment of Subcontractors

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the County. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner. The County reserves the right to inquire of any subcontractor, supplier, material man, or subconsultant, the status of any indebtedness of the Contractor. The County further reserves the right to require the Contractor to designate on each instrument of payment exceeding \$400.00 to subcontractors, suppliers, material men, and sub-consultants that such payment is on account of the work under this Contract.

Section 5.18.3 Payment Upon Substantial Completion

Upon Substantial Completion of the work and upon application by the Contractor and approval by the Project Manager, the County shall make payment reflecting 100% work completed, less value of work remaining as determined by Project Manager and any authorized retainage.

Section 5.18.4 Final Payment and Waiver of Claims and Disputes of Final Payment

The acceptance of the Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at Substantial Completion and except for the retainage sums due at final acceptance. Following the Project Manager's issuance of the certificate of Substantial Completion and the Contractor's completion of the work pursuant to this agreement, the Contractor shall forward to the Project Manager a written notice that the work is ready for final inspection and acceptance. If after inspection the Project Manager certifies that the work is complete and issues written notification of such to the Contractor, the Contractor shall forward to the Project Manager a final application for payment. The Project Manager shall issue a certificate for payment, which shall approve final payment to the Contractor and shall establish the date of final completion.

In the event the Contractor timely disputes the amount of the final payment, the amount

due the CONTRACTOR shall be deemed by the CONTRACTOR and the COUNTY to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the CONTRACTOR for any period prior to final determination of such sum, whether such determination be by agreement of the CONTRACTOR and the COUNTY or by final judgment of the proper court in the event of litigation between the COUNTY and the CONTRACTOR. The CONTRACTOR specifically waives and renounces any and all rights it may have under Section 13-6-13 of the Official Code of Georgia and agrees that in the event suit is brought by the CONTRACTOR against the COUNTY for any sum claimed by the CONTRACTOR under the Contract or for any extra or additional work, no interest shall be awarded on any sum found to be due from the COUNTY to the CONTRACTOR in the final judgment entered in such suit. All final judgements shall draw interest at the legal rate, as specified by law.

Section 5.18.5 Documentation of Completion of Work

Neither the final payment nor the remaining retainage shall become due until the Contractor submits the following documents to the Project Manager:

An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid or otherwise satisfied;

The surety's consent to final payment; and

Any other data reasonably required by the County or Project Manager establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts.

In the event that a subcontractor refuses to furnish a release or waiver as required by the County or Project Manager, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the County all moneys that the County may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

SECTION 5.19 CHANGES IN WORK

Section 5.19.1 Change Orders

A Change Order is a written order to the Contractor signed to show the approval and the authorization of the County, issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time. Change Orders shall be written using forms designated by the County with Contractor providing supporting documentation as required by the Project Manager. The Contract Sum and the Contract Time may be changed only by approved Change Order pursuant to Fulton County Procedure 800-6. The amount payable by the change order is payment in full for all direct and indirect cost incurred and related to the work under said Change Order, including but not limited to delays, impacts, acceleration, disruption, and extended overhead. A Change Order signed by the Contractor indicates the

Contractor's agreement therewith, including the adjustment in either or both of the Contract Sum or the Contract Time.

Section 5.19.2 Concealed, Unknown and Differing Conditions

Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum and Contract Time shall be equitably adjusted by Change Order upon request by either party made within twenty (20) days after the first observance of the conditions. No such request for equitable adjustment shall be valid unless the Contractor complies with this (20) days notice and Subparagraph C.1. below.

The Contractor shall promptly, and before such conditions are disturbed, notify the Project Manager in writing of any claim of concealed, unknown or differing conditions pursuant to this paragraph. The Project Manager shall authorize the Engineer to investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be recommended to the Project Manager.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above, prior to disturbing the condition.

No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.

Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the Project Manager in writing prior to the commencement of Work at the site. Failure of the Contractor to notify the Project Manager in writing of the differing site condition prior to performance of Work at the site shall constitute a waiver of any claim for additional monies. Any Change Order necessitated by the differing site condition shall be processed as provided under "Changes in the Contract".

SECTION 5.20 COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION AND COUNTY

- 1 No clearing or grading shall be completed by Contractor within the State Department of Transportation (DOT) area under construction. The Contractor must coordinate his construction scheduling with DOT.
- 2 If the Contractor begins work before DOT's completion date, he must obtain the approval of DOT before starting work in the area. The state DOT has the right to stop the Contractor's work the DOT area.
- 3 The Contractor shall receive no additional compensation or damages resulting from delay or work stoppage from DOT actions or scheduling.
- 4 Contractor shall obtain DOT drawings of the DOT, project area for verification of road geometry, storm drains, etc. from Georgia Department of Transportation or Fulton County. The Contractor is responsible for obtaining any pertinent DOT revisions.

Section 5.20.1 Land and Rights of Way

The County will provide, as indicated in the Contract Documents and prior to Notice to Proceed, the lands upon which the work is to be done, right-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall confine the Contractor's work and all associated activities to the easements and other areas designated for the Contractor's use. The Contractor shall comply with any limits on construction methods and practices which may be required by easement agreements. If, due to some unforeseen reason, the necessary easements are not obtained, the Contractor shall receive an equitable extension of contract time dependent upon the effect on the critical path of the project schedule.

SECTION 5.21 PROGRESS REPORTS AND PHOTOGRAPHS

Section 5.21.1 General

A. The Contractor shall submit to the Project Manager, on the last day of each week, the daily progress reports for each day worked that week, including the following information:

1. A statement of work performed that day including a copy of all work orders performed.
2. A manpower report indicating numbers working that day by trade, including subcontractors.
3. A copy of a delivery receipt of all deliveries, to the project on that day, of the equipment or materials that require approval according to these Specifications.
4. Weather conditions.

5. Copy of all photographs or videos

6. Other data pertinent to the progress of the work.

B. Prior to the beginning of any work, the Contractor shall take sufficient photographs or video of the work area to record existing conditions. Following completion of the work, another recording shall be made showing the same area and features as in the pre-construction photographs. All conditions, which might later be subject to disagreement, shall be shown in sufficient detail to provide a basis for decisions. The Contractor shall mark all photographs and videos with the work order number and submit to the Project Manager with the weekly report.

SECTION 5.22 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

Section 5.22.1 Work Included

A. The work covered by this Section includes furnishing all labor, equipment, and materials required for temporary control of construction operations.

Section 5.22.2 Pumping

A. The Contractor shall furnish and operate pumping and appurtenant piping for dewatering, flow rerouting, or any similar purposes.

B. Pumping equipment which could disturb the public shall be operated only during a standard work day or as approved by the County.

Section 5.22.3 Temporary Facilities

A. The Contractor shall provide temporary toilets as required and shall maintain them in a sanitary condition for the duration of the work and remove them at completion.

B. On or before the completion of the work, the Contractors shall remove all temporary facilities, together with all rubbish and trash, as directed by the County.

Section 5.22.4 Storage

A. The Contractor shall secure adequate storage to accommodate the required equipment, vehicles, and materials for the period of performance of the Contract.

Section 5.22.5 Removal

A. The Contractor shall remove temporary facilities from the site of the work when so notified by the County.

B. The Contractor shall enforce the instructions of the County regarding signs, advertisements, fire and smoking.

Section 5.22.6 Maintenance During Construction

A. The Contractor shall maintain, at his expense, the work during construction and until final acceptance of all work under the Contract. Continuous and effective work shall be prosecuted day by day, with adequate equipment and forces as required to keep the backfill, pavement, structures, pipe lines and other features in satisfactory and acceptable condition at all times.

B. In the event the Contractor fails to remedy any unsatisfactory situation, within twenty-four hours after receipt of written notice from the County describing the unsatisfactory conditions, the County may be immediately proceed with adequate forces and equipment to maintain the project, and the entire cost of this maintenance will be deducted from the monies otherwise due the Contractor under the Contract.

C. As an alternative to the above specified maintenance, the cost of all of the items which are not properly maintained may be deducted at the Contract Prices from the current partial payment request even if such items have been paid for in previous estimates.

Section 5.22.7 Clean-Up and Disposal

A. At the end of each day's operation, the Contractor shall thoroughly clear the work site of all dirt or debris, and generally restore the site to an acceptable condition. Upon completion of the work, all excess material and rubbish shall be removed from the job site and disposal of properly. The surrounding construction area shall be left in as good a condition as that which existed prior to construction.

B. The Contractor shall transport and expeditiously dispose of all materials removed from the construction site. Disposal shall be at no additional cost to the County, and in a manner consistent with all applicable codes and regulations.

SECTION 5.23 TRAFFIC CONTROLS

A. The Contractor shall provide all signs, barriers, markers, and flagmen as required to maintain traffic.

B. The Contractor shall maintain traffic at all times, as practicable.

C. No road shall be closed to traffic without the approval of the County.

D. Open trenches adjacent to traveled rights-of-way shall be properly barricaded, bridged, or otherwise maintained safe for traffic.

Section 5.23.1 Access Roads

A. Streets, road and drives used by the Contractor for access to and from the site of the work shall be protected from damage caused by the normal traffic of vehicles used for or in connection with construction work. Any such damage done shall be repaired immediately and left in good condition at the end of the construction period. Any new access road construction shall be all weather and have drainage structures placed as shown or as required.

Section 5.23..2 Restoration of Paving

A. The Contractor shall restore in a neat and acceptable manner all streets, roadways, or other areas where trenches have been opened.

1. Bituminous concrete, and prime and seal paving shall be restored so that the wearing surface and base course shall each be in accordance with approved County standards.

2. Gravel surfacing shall be restored to its original thickness with a size gravel to match the existing, but in no case shall restored surfacing be less than 4 inches.

3. The Contractor shall restore concrete curbs, gutters, and walks to the size and shape as were existing. Damaged sections shall be replaced with complete new sections. Patching of damaged sections will not be permitted.

Section 5.23.3 Tree and Plant Protection

A. The Contractor shall preserve and protect existing trees and plants at the site which are designated to remain and those adjacent to the site.

B. Temporary barriers to a height of four feet shall be provided around each tree, or around each group of trees, or around plants to be protected.

C. The Contractor shall carefully supervise excavating, grading and filling, and subsequent construction operations to prevent damage.

D. The Contractor shall consult with the County, and remove those roots and branches which interfere with construction.

E. The Contractor shall replace, or suitably repair, trees and plants designated to remain, which have been damaged or destroyed due to construction operation.

F. Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

Section 5.23.4 Soil Erosion

A. The Contractor shall be required to take the necessary steps to minimize siltation and soil erosion during construction. This work shall consist of furnishing all labor, equipment, and materials and performing all operations in connections with the construction, installation, and maintenance of all erosion and pollution controls through the use of berms, sediment basins, mulches, hay erosion checks, ditches, debris filters, and other devices.

B. Temporary pollution control shall be coordinated with the permanent landscape program to assure economical, effective and continuous erosion control throughout the construction period.

Section 5.23.5 Barricades, Lights and Signals

A. The Contractor shall furnish and erect such barricades, fences, lights and danger signals and shall provide such other precautionary measures for the protection of persons or property and of the Work as necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any Work under construction.

B. The Contractor will be held responsible for all damages to the Work due to failure of barricades, signs and lights and whenever evidence is found of such damage, the Contractor shall immediately remove the damaged portion and replace it at the Contractor's cost and expense. The Contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the Project has been accepted by the County.

C. The Contractor shall employ, when necessary, watchmen on the work and shall, when necessary, erect and maintain such strong and suitable barriers and such light as will effectively prevent the happening of any accident to health and/or property. Lights shall be maintained for the hours between sunset to sunrise.

SECTION 5.24 PROJECT MAINTENANCE AND WARRANTY

A. Maintain and keep in good repair the Work covered by the work orders and Specifications until acceptance by County.

B. The Contractor shall warrant for a period of one year from the date of County's written acceptance of certain segments of the Work as defined in the Contract Documents, that the completed Work is free from all defects due to faulty products supplied by the contractor or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. The County will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such defects, the County may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the warranty period.

C. The Contractor shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of improper operation or maintenance, or as a result of improper work or damage by another Contractor or the County, or to perform any work which is normally performed by a maintenance crew during operation.

D. In the event of multiple failures of major consequences prior to the expiration of the one year warranty described above, the affected unit shall be disassembled, inspected and modified or replaced as necessary to prevent further occurrences. All related components which may have been damaged or rendered non-serviceable as a consequence of the failure shall be replaced. A new 12 month warranty against defective

or deficient design, workmanship, and materials shall commence on the day that the item is reassembled and placed back into operation. As used herein, multiple failure shall be interpreted to mean two or more successive failures of the same kind in the same item or failures of the same kind in two or more items. Major failures may include, but are not limited to, cracked or broken housings, piping, or vessels, excessive deflections, bent or broken shafts, broken or chipped gear teeth, premature bearing failure, excessive wear or excessive leakage around seals. Failures which are directly and clearly traceable to operator abuse, such as operations in conflict with published operating procedures or improper maintenance, such as substitution of unauthorized replacement parts, use of incorrect lubricants or chemicals, flagrant over-or under-lubrication and using maintenance procedures not conforming with published maintenance instructions, shall be exempted from the scope of the one year warranty. Should multiple failures occur in a given item, all products of the same size and type shall be disassembled, inspected, modified or replaced as necessary and re-warranted for one year.

E. The Contractor shall, at Contractor's expense, furnish all labor, materials tools and equipment required and shall make such repairs and removals and shall perform such work or reconstruction as may be necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the Work performed by the Contractor. Such repair shall also include refilling of trenches, excavations or embankments which show settlement or erosion after backfilling or placement.

F. Except as noted on the Drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any facility not designated for removal, resulting from the Contractor's operations, shall be promptly repaired by the Contractor at no cost to the County.

G. The Contractor shall be responsible for all road and entrance reconstruction.

H. In the event the Contractor fails to proceed to remedy the defects upon notification within 15 days of the date of such notice, the County reserves the right to cause the required materials to be procured and the work to be done, as described in the Drawings and Specifications, and to hold the Contractor and the sureties on Contractor's bond liable for the cost and expense thereof.

I. Notice to contractor for repairs and reconstruction will be made in the form of a registered letter addressed to the Contractor at Contractor's home office.

J. Neither the foregoing paragraphs nor any provision in the Contract Documents, nor any special guarantee time limit implies any limitation of the Contractor's liability within the law of the place of construction.

SECTION 6**BID PRICING SHEET****LARGE SIZE METERS & DOUBLE DETECTOR CHECK****1. NEW INSTALLATION OF LARGE METERS INCLUDING VAULTS, VALVES & BYPASS PIPING**

ITEM DESCRIPTION		BASE UNIT			
NO		QTY	UNIT	PRICE	TOTAL
1a	3" meter	<u>21</u>	EA	\$ _____	\$ _____
1b	4" meter	<u>8</u>	EA	\$ _____	\$ _____
1c	6" meter	<u>12</u>	EA	\$ _____	\$ _____
1d	8" meter	<u>8</u>	EA	\$ _____	\$ _____
1e	10" meter	<u>1</u>	EA	\$ _____	\$ _____
<u>End of Section 1 Subtotal Section 1</u>				\$ _____	

2. NEW INSTALLATION OF ¾" TO 2" METERS AND TAPS IN CONJUNCTION WITH NEW LARGE METER OR DOUBLE DETECTOR CHECK INSTALLATION ONLY.

ITEM DESCRIPTION		BASE			
NO		QTY	UNIT	PRICE	EXTENDED
TOTAL					

2a	3/4 or 1" Tap and Meter Installation	<u>1</u>	EA	\$	\$
2b	1½" or 2" Tap and Meter Installation	<u>1</u>	EA	\$	\$
2c	¾" Copper tubing installation after 15 ft	<u>30</u>	LF	\$	\$
2d	1" Copper tubing installation after 15 ft	<u>30</u>	LF	\$	\$
2e	1½" Copper tubing installation after 15 ft	<u>30</u>	LF	\$	\$
2f	2" Copper tubing installation after 15 ft	<u>30</u>	LF	\$	\$

End of Section 2 **Subtotal Section 2** \$ _____

3. REPLACEMENT OF LARGE METERS ONLY

ITEM DESCRIPTION		BASE			
NO		QTY	UNIT	PRICE	EXTENDED
TOTAL					
3a	3" meter	<u>15</u>	EA	\$	\$
3b	4" meter	<u>10</u>	EA	\$	\$
3c	6" meter	<u>15</u>	EA	\$	\$

3d	8" meter	<u>15</u>	EA	\$	\$
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3e	10" meter	<u>1</u>	EA	\$	\$
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<u>End of Section 3</u>	<u>Subtotal Section 3</u>			\$	
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4. REPLACEMENT OF LARGE METERS INCLUDING VAULTS, VALVES & BYPASS PIPING

ITEM DESCRIPTION			BASE UNIT		
NO		QTY	UNIT	PRICE	TOTAL

4a	3" Meter, vault, valves, bypass	<u>1</u>	EA	\$	\$
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4b	4" Meter, vault, valves, bypass	<u>1</u>	<u>EA</u>	\$	\$
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4c	6" Meter, vault, valves, bypass	<u>15</u>	<u>EA</u>	\$	\$
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4d	8" Meter, vault, valves, bypass	<u>15</u>	<u>EA</u>	\$	\$
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4e	10" Meter, vault, valves, bypass	<u>1</u>	<u>EA</u>	\$	\$
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<u>End of Section 4</u>	<u>Subtotal Section 4</u>			\$	
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5. REPLACEMENT OF LARGE METERS INCLUDING VALVES & BYPASS PIPING

ITEM DESCRIPTION

NO		QTY	UNIT	PRICE	EXTENDED
TOTAL					

5a	3" Meter, valves, bypass	<u>1</u>	EA	\$	\$
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5b	4" Meter, valves, bypass	<u>1</u>	EA	\$	\$
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5c	6" Meter, valves, bypass	<u>15</u>	EA	\$	\$
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5d	8" Meter, valves, bypass	<u>15</u>	EA	\$	\$
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5e	10" Meter, valves, bypass	<u>1</u>	EA	\$	\$
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<u>End of Section 5 Subtotal Section 5</u>				\$	
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6. PIPE INSTALLATION IN CONJUNCTION WITH LARGE METER INSTALLATION

ITEM DESCRIPTION		BASE UNIT			
NO		QTY	UNIT	PRICE	TOTAL

6a	Installing 6" Ductile Iron Pipe	<u>100</u>	LF	\$	\$
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6b	Installing 8" Ductile Iron Pipe	<u>100</u>	LF	\$	\$
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6c	Installing 10" Ductile Iron Pipe	<u>100</u>	LF	\$	\$
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6d	Installing 12" Ductile Iron Pipe	<u>100</u>	LF	\$	\$
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<u>End of Section 6</u>	<u>Subtotal Section 6</u>	\$
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7. METER VAULT & LID REPLACEMENT

ITEM DESCRIPTION NO	QTY	BASE UNIT UNIT PRICE	TOTAL
7a Medium vault, 108" x 60" inside dimension	1	EA \$	\$
7b Large vault, 144" X 72" inside dimension	1	EA \$	\$
<u>End of Section 7</u>	<u>Subtotal Section 7</u>	\$	

8. METER AND DOUBLE DETECTOR CHECK (DDC) VAULT ADJUSTMENT

ITEM DESCRIPTION NO	QTY	BASE UNIT UNIT PRICE	TOTAL
8a Medium vault adjustment to grade (up)	<u>1</u>	VF \$	\$
8b Large vault adjustment to grade (up)	<u>1</u>	VF \$	\$
<u>End of Section 8</u>	<u>Subtotal Section 8</u>	\$	

9. NEW INSTALLATION OF DDC, VAULT AND VALVES

ITEM DESCRIPTION		BASE UNIT		TOTAL
NO		QTY	UNIT PRICE	
9a	3" DDC	<u>1</u>	EA \$	\$
9b	4" DDC	<u>1</u>	EA \$	\$
9c	6" DDC	<u>1</u>	EA \$	\$
9d	8" DDC	<u>1</u>	EA \$	\$
9e	10" DDC	<u>1</u>	EA \$	\$
9f	12" DDC	<u>1</u>	EA \$	\$
<u>End of Section 9 Subtotal Section 9</u>			\$	

10. REPLACEMENT OF DDC ONLY

ITEM DESCRIPTION		BASE UNIT		TOTAL
NO		QTY	UNIT PRICE	
10a	3" DDC	<u>1</u>	EA \$	\$
10b	4" DDC	<u>1</u>	EA \$	\$
10c	6" DDC	<u>1</u>	EA \$	\$
10d	8" DDC	<u>1</u>	EA \$	\$

10e	10" DDC	<u>1</u>	EA	\$	\$
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10f	12" DDC	<u>1</u>	EA	\$	\$
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<u>End of Section 10</u>	<u>Subtotal Section 10</u>			\$	
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11. SINGLE VALVE REPLACEMENT ON EXISTING METERS

ITEM DESCRIPTION			BASE UNIT		
NO		QTY	UNIT	PRICE	TOTAL

11a	3" valve	1	EA	\$	\$
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11b	4" valve	1	EA	\$	\$
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11c	6" valve	1	EA	\$	\$
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11d	8" valve	1	EA	\$	\$
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11e	10" valve	1	EA	\$	\$
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11f	12" valve	1	EA	\$	\$
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<u>End of Section 11</u>	<u>Subtotal Section 11</u>			\$	
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12. CUT IN OF VALVES IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT.

ITEM DESCRIPTION			BASE UNIT		
NO		QTY	UNIT	PRICE	TOTAL

12a	Install 3" Gate Valve w/valve box	<u>1</u>	EA	\$	\$
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12b	Install 4" Gate Valve w/valve box	<u>1</u>	EA	\$	\$
12c	Install 6" Gate Valve w/valve box	<u>1</u>	EA	\$	\$
12d	Install 8" Gate Valve w/valve box	<u>1</u>	EA	\$	\$
12e	Install 10" Gate Valve <u>1</u> w/valve box	EA		\$	\$
12f	Install 12" Gate Valve <u>1</u> w/valve box	EA		\$	\$

End of Section 12 **Subtotal Section 12** \$ _____

SERVICES IN CONJUNCTION WITH WATER METER INSTALLATION

13. INSTALLATION OF CASING AND CARRIER PIPE

ITEM DESCRIPTION		BASE UNIT			
NO		QTY	UNIT	PRICE	TOTAL
13a	12" Bored Casing with 0.33" Wall Thickness	<u>40</u>	LF	\$	\$
13b	16" Bored Casing with 0.375" Wall Thickness	<u>40</u>	LF	\$	\$

13c	20" Bored Casing with 0.375" Wall Thickness	<u>40</u>	LF	\$	\$
13d	12" Direct Bury Casing with 0.33" Wall Thickness	<u>40</u>	LF	\$	\$
13e	16" Direct Bury Casing with 0.375" Wall Thickness	<u>40</u>	LF	\$	\$
13f	20" Direct Bury Casing with 0.375" Wall Thickness	<u>40</u>	LF	\$	\$
<u>End of Section 13 Subtotal Section 13</u>				\$	

**14. FIRE HYDRANT INSTALLATION, RELOCATION AND HEIGHT ADJUSTMENT
IN CONJUNCTION WITH METER INSTALLATION AND REPLACEMENT.**

ITEM DESCRIPTION		BASE	UNIT	
NO		QTY	UNIT	PRICE
	TOTAL			
14a	Fire Hydrant Installation (0-4 1/2' bury depth)	<u>1</u>	EA	\$ \$
14b	Fire Hydrant Relocation (0-20' distance from existing hydrant)	<u>1</u>	EA	\$ \$
14c	Install 6" Fire Hydrant Extension	<u>1</u>	EA	\$ \$

14d	Install 12" Fire Hydrant Extension	<u>1</u>	EA	\$	\$
14e	Install 18" Fire Hydrant Extension	<u>1</u>	EA	\$	\$
14f	Install 24" Fire Hydrant Extension	<u>1</u>	EA	\$	\$
14g	Install 36" Fire Hydrant Extension	<u>1</u>	EA	\$	\$

End of Section 14 Subtotal Section 14 \$ _____

**15. WET TAPPING, VALVE AND VALVE BOX IN CONJUNCTION WITH EITHER
NEW METER INSTALLATION OR METER REPLACEMENT.**

ITEM DESCRIPTION		BASE UNIT			
NO		QTY	UNIT	PRICE	TOTAL
15a	6" x 6"	<u>1</u>	EA	\$	\$
15b	6" x 8"	<u>1</u>	EA	\$	\$
15c	6" x 10"	<u>1</u>	EA	\$	\$
15d	6" x 12"	<u>1</u>	EA	\$	\$
15e	6" x 16"	<u>1</u>	EA	\$	\$
15f	6" x 24"	<u>1</u>	EA	\$	\$
15g	8" x 8"	<u>1</u>	EA	\$	\$
15h	8" x 10"	<u>1</u>	EA	\$	\$

15i	8" x 12"	<u>1</u>	EA	\$	\$
15j	8" x 16"	<u>1</u>	EA	\$	\$
15k	8" x 24"	<u>1</u>	EA	\$	\$
15l	10" x 10"	<u>1</u>	EA	\$	\$
15m	10" x 12"	<u>1</u>	EA	\$	\$
15n	10" x 16"	<u>1</u>	EA	\$	\$
15o	10" x 24"	<u>1</u>	EA	\$	\$
15p	12" x 12"	<u>1</u>	EA	\$	\$
15q	12" x 16"	<u>1</u>	EA	\$	\$
15r	12" x 24"	<u>1</u>	EA	\$	\$

End of Section 15 **Subtotal Section 15** \$ _____

**16. CONCRETE THRUST BLOCK INSTALLATION IN CONJUNCTION WITH
EITHER NEW METER INSTALLATION OR METER REPLACEMENT.**

ITEM DESCRIPTION		BASE UNIT		TOTAL
NO		QTY	UNIT PRICE	
16a	Concrete Thrust Block	<u>1</u>	CU YD	\$ _____

End of Section 16 Subtotal Section 16

\$ _____

MISC SERVICES IN CONJUNCTION WITH METER INSTALLATION

17. CONCRETE & ASPHALT SIDEWALKS, DRIVEWAYS, CURBS AND GUTTERS and STREET and ROAD PAVEMENT REPLACEMENT AND FINISH IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT.

ITEM DESCRIPTION		BASE UNIT			
NO		QTY	UNIT	PRICE	TOTAL
17a	Remove and Replace Curb				
	i. Concrete Curb	<u>100</u>	LF	\$ _____	\$ _____
	iii. Granite Curb	<u>10</u>	LF	\$ _____	\$ _____
17b	Remove and Replace Driveway				
	i. Concrete Driveway	<u>100</u>	SF	\$ _____	\$ _____
	ii. Asphalt Driveway	<u>60</u>	SF	\$ _____	\$ _____
	iii. Gravel Driveway	<u>20</u>	SF	\$ _____	\$ _____
	iv. Decorative Paver	<u>10</u>	SF	\$ _____	\$ _____
	v. Brick Driveway	<u>10</u>	SF	\$ _____	\$ _____
17c	Concrete Sidewalk				
	i. Remove and Replace Sidewalk	<u>100</u>	SF	\$ _____	\$ _____
17d	Remove and Replace Pavement				
	i. Concrete Pavement	<u>100</u>	SF	\$ _____	\$ _____
	ii. Asphalt Pavement	<u>100</u>	SF	\$ _____	\$ _____
	iii. FC Standard Utility Cut Replacement	<u>100</u>	SF	\$ _____	\$ _____
	iv. 1 ½ in Type "E" Asphalt Topping	<u>100</u>	SF	\$ _____	\$ _____

End of Section 17 **Subtotal Section 17** \$ _____

18. LABOR AND EQUIPMENT IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT (FOR ITEMS NOT INCLUDED IN BID SHEETS)

ITEM DESCRIPTION		BASE UNIT			
NO		QTY	UNIT	PRICE	TOTAL
18a	Three Man Crew and Equipment	<u>8</u>	HR	\$ _____	\$ _____
18b	One Man Crew and Equipment	<u>8</u>	HR	\$ _____	\$ _____
18c	Supervisor	<u>8</u>	HR	\$ _____	\$ _____
18d	Weekend and Holiday 3 personnel & Equip	<u>8</u>	HR	\$ _____	\$ _____
18e	Weekend and Holiday 1 personnel & Equip	<u>8</u>	HR	\$ _____	\$ _____
18f	Weekend and Holiday Supervisor	<u>8</u>	HR	\$ _____	\$ _____

End of Section 18 **Subtotal Section 18** \$ _____

19. EROSION AND SEDIMENT CONTROL (FOR ITEMS NOT INCLUDED IN BID SHEETS)

ITEM DESCRIPTION		BASE UNIT			
NO		QTY	UNIT	PRICE	TOTAL

19a	Temporary Grassing	1000	SF	\$	\$
19b	Type "A" Silt Fence	100	LF	\$	\$
19c	Type "B" Silt Fence	100	LF	\$	\$
19d	Type "C" Silt Fence	100	LF	\$	\$
19e	Haybales	10	EA	\$	\$
19f	Dirt Bag(silt control pumping system) 1	EA		\$	\$

End of Section 19 **Subtotal Section 19** \$ _____

20. TREE PROTECTION (FOR ITEMS NOT INCLUDED IN BID SHEETS)

ITEM DESCRIPTION		BASE UNIT			
NO		QTY	UNIT	PRICE	TOTAL
20a	Tree Protection Fence (active)	100	LF	\$	\$
20b	Tree Protection Fence (passive)	100	LF	\$	\$

End of Section 20 **Subtotal Section 20** \$ _____

21. TREE REMOVAL (FOR ITEMS NOT INCLUDED IN BID SHEETS)

ITEM DESCRIPTION		BASE UNIT			
NO		QTY	UNIT	PRICE	TOTAL
21a	Tree Removal, easy access	100	IN	\$	\$
21b	Tree Removal, difficult access	100	IN	\$	\$

End of Section 21 **Subtotal Section 21** \$ _____

22. ROCK EXCAVATION(FOR ITEMS NOT INCLUDED IN BID SHEETS)

ITEM DESCRIPTION		BASE UNIT			
NO		QTY	UNIT	PRICE	TOTAL

22a. Excavation and Removal of Rock 1 CY \$ _____ \$ _____
(Associated with work under this contract small amounts)

End of Section 22 **Subtotal Section 22** \$ _____

23. TRENCH STABILIZATION (FOR ITEMS NOT INCLUDED IN BID SHEETS)

ITEM DESCRIPTION			BASE UNIT	
NO		QTY	UNIT PRICE	TOTAL
23a. Suitable Earth Materials (borrow)	10	CY	\$ _____ \$ _____	
23b. Crusher Run	10	CY	\$ _____ \$ _____	
23c. Crushed Stone, No. 57	10	CY	\$ _____ \$ _____	
23d. M-10 Sand	10	CY	\$ _____ \$ _____	

End of Section 23 **Subtotal Section 23** \$ _____

24. REMOVE AND REPLACE EXISTING FENCE

ITEM DESCRIPTION			BASE UNIT	
NO		QTY	UNIT PRICE	TOTAL
24a. 4-ft High Chain Link	100	LF	\$ _____ \$ _____	
24b. 6-ft High Chain Link	100	LF	\$ _____ \$ _____	
24c. 4-ft High Wood	100	LF	\$ _____ \$ _____	
24d. 6-ft High Wood	100	LF	\$ _____ \$ _____	

End of Section 24 **Subtotal Section 24** \$ _____

The Total Bid Amount is the value on which your bid will be evaluated. The sub totals for each section are to assist to insure the accuracy of the Total Bid Amount only and will not be evaluated separately.

TOTAL BID AMOUNT, ITEM 1 through ITEM 24 inclusive;

The amount of _____

Dollars (\$_____)

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease. The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the County as liquidated damages for such failure.

The Bidder shall list below work done of a similar nature to that Bid for, as references that will afford the County opportunity to judge as to experience, standing, and financial ability.

OWNER'S NAME

**OWNER'S REPRESENTATIVE'S
TELEPHONE**

SECTION 7 INSURANCE REQUIREMENTS

Insurance and Risk Management Provisions

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

EMPLOYER'S LIABILITY	BY ACCIDENT - EACH ACCIDENT	-
\$500,000.		
INSURANCE	BY DISEASE - POLICY LIMIT	- \$500,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE	-
\$500,000.		

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	-
\$1,000,000		

(Other than Products/Completed Operations)	General Aggregate	-
\$2,000,000		

Products\Completed Operation	Aggregate Limit	-
\$1,000,000		

Personal and Advertising Injury	Limits	-
\$1,000,000		

Fire Damage	Limits	-	\$100,000
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3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	-
\$1,000,000		

(Including operation of non-owned, owned, and hired automobiles).

4. ELECTRONIC DATA PROCESSING LIABILITY

(Required if computer contractor)	Limits	-
\$1,000,000		

5. UMBRELLA LIABILITY

(In excess of above noted coverage's)	Each Occurrence	-
\$2,000,000		

6. PROFESSIONAL LIABILITY

	Each Occurrence	-
\$1,000,000		

(Required if respondent providing quotation for professional services).

7. FIDELITY BOND

(Employee Dishonesty)	Each Occurrence	-
\$ 100,000		

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168

Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY:_____

SIGNATURE:_____

NAME:_____

TITLE:_____

DATE:_____

SECTION 8 BOND REQUIREMENTS

No bid for a contract in Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Bid Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Bid Bond shall be in the amount of not less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

Note: The Bid Surety Bond must be submitted in a sealed separate envelope on the outside of the bid package.

PERFORMANCE BOND REQUIREMENTS

No contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Performance Bond with good and sufficient surety payable to, in favor of and for the protection of Fulton County. The Performance Bond shall be in the amount of at 100% of the total contract amount payable by the terms of the Contract and shall be written on the enclosed form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business as a surety in Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS [INSERT CONTRACTOR NAME] (hereinafter called the "Principal") and [insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner") and their successors and assigns, the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract (Contract) with the Owner, dated _____, which is incorporated herein by reference in its entirety, for the [NAME OF PROJECT], more particularly described in the Contract (herein called the "Project"); and

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,

-
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,
 3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this _____ day of _____, _____.

(SEAL)

(Principal)

By:_____

Attest:

Secretary

(SEAL)

(Surety)

By:_____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

PAYMENT BOND REQUIREMENTS

No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Payment Bond with good and sufficient surety payable to Fulton County for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. The Payment Bond shall be in the amount of 100% of the total contract amount payable by the terms of the Contract and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that [insert name of contractor] (hereinafter called the "Principal") and [insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated [insert date of contract], which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as [insert name of project], as more particularly described in the Contract (hereinafter called the "Project");

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this _____ of _____, _____.

(SEAL)

(Principal)

By: _____

Attest:

Secretary

(SEAL)

(Surety)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

SECTION 9 SAMPLE CONTRACT

CONTRACT BETWEEN FULTON COUNTY AND SELECTED CONTRACTOR

THIS Contract, entered into this ____ day of _____ 2006, by and between **FULTON COUNTY** (hereinafter referred to as "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and **selected contractor** (hereinafter referred to as "Contractor").

WITNESSETH :

WHEREAS, the County, through its Public Works Department, Division of Water Services, has identified the need for a Large Water Meter Installation Service;

WHEREAS, the County by and through its Public Works Department, Division of Water Services, has determined that this need can best be met by retaining the services of a Large Water Meter Installation Contractor;

WHEREAS, the County requested a formal bid for large water meter installation services;

WHEREAS, the County and Contractor desire to enter into a contract for provision of such services, the scope of services, which is more specifically defined in paragraph III of the Contract;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE 1 - ASSIGNMENT OF CONTRACT

Paragraph 1.0 This Contract shall inure to the benefit of the parties hereto and be binding to the extent allowable by law on the parties hereto, their heirs, successors, administrators, executors and assigns. Contractor shall not sell or in any way assign any duties, payments, rights, privileges, detriments, or benefits provided for in this Contract to any entity or person without the prior express written consent of the County. Such consent shall not be unreasonably withheld. Any attempted

assignment or subcontracting by Contractor without the prior expressed written consent of Fulton County shall at Fulton County's sole option terminate this Contract without any notice to Contractor of such termination.

ARTICLE II - TERM

Paragraph 2.0 The term of this Contract shall commence on date of award and continue for twelve (12) consecutive months without further obligation of the County. However, subject to availability of funding, Board of Commissioner's approval, Contractor's compliance with County rules and policies, and Contractor's continuing satisfactory performance, this Contract may be renewed for two (2) additional twelve (12) consecutive month periods. Option year prices shall be maintained at the rates identified in Attachment B – "Bid Price Form."

ARTICLE III - SCOPE OF WORK

Paragraph 3.0 The County retains Contractor and Contractor accepts retention by the County to render **Large Water Meter Installation Services**, as specified by Fulton County Invitation to Bid (ITB) # _____ - Attachment A, all of which are incorporated herein, made part of this Contract, and referred to collectively as the "Contract Documents". Contractor shall perform all such services, including any and all agreed upon in written amendments, in the manner and to the extent agreed to by the parties herein. ITB # _____ is hereby attached and incorporated herein as Attachment A. Contractor is to furnish all labor, equipment, transportation, material, insurance, and other requirements necessary to provide **Large Water Meter Installation Services** in Fulton County as specified in Attachment A. Fulton County reserves the right to add and/or delete facilities pursuant to a formal change order as required by Policy & Procedure 800-6 during the term of the Contract based upon addition/deletion requirements at any location as required by Fulton County.

Paragraph 3.1 Contractor shall commence providing Large Water Meter Installation Services as stated in the Invitation to Bid (ITB # _____). In the event that specifications in the Invitation to Bid lack detailed descriptions concerning performance, the best commercial practices in the industry shall be used and only materials of the correct type, size and design are to be used. All workmanship and quality

of materials shall be first quality as determined by the sole discretion of the County. Any equipment or supplies determined by the County to be improper or insufficient to the task to be performed shall be replaced immediately with County approved equipment/supplies. This will be done at no additional cost to the County.

Paragraph 3.2 Any additional services that are to be performed by Contractor and not included in the ITB must be approved by the County in advance pursuant to change order policy and procedure 800-6 of Contractor providing services and billed at the unit rate stated in Attachment B – “Bid Price Form.”

Paragraph 3.3 The silence of this Contract, or any of the documents incorporated into it by reference with regard to items or services typically a part of the contracted service, shall not relieve Contractor of the obligation to perform.

ARTICLE IV - AUDIT

Paragraph 4.0 The County shall have the right to review Contractor's records and documents, upon reasonable notice, to determine if number of hours worked and labor charges are consistent with Contract requirements. Contractor shall permit the County's Internal Audit Department to inspect and audit all files of Contractor relevant to its performance under this Contract for thirty-six (36) months after final payment. The Contractor file shall be retained by Contractor during the term of the Contract and for thirty-six (36) months after final payment for the purpose of such audit and inspection.

Paragraph 4.1 The County's authorized representative shall have the right to supervise the Large Water Meter Installation Services performed by the Contractor, with regard to the frequency and adequacy of services provided. For this purpose, the respective appointed supervisor(s) will be the County's authorized representative.

Paragraph 4.2 Contractor agrees to include audit requirements specified in Section 4.0 above in any and all contracts with subcontractors, consultants, or agents whose services will be charged directly or indirectly to the County under the Contract herein.

ARTICLE V - COMPENSATION FOR SCOPE OF WORK

Paragraph 5.0 The services described under "Scope of Work" herein shall be performed by Contractor for a total sum not to exceed \$???? for twelve (12) consecutive months from date of award.

Paragraph 5.1 Any additional services requested by the County shall be performed by the Contractor and a detailed invoice submitted which references the written agreement, which must be approved by the County pursuant to change order policy 800-6 before the work is started.

Paragraph 5.2 Contractor shall submit monthly invoices for work performed during the previous calendar month to the Director of Public Works or his appointed representative. No job, task, or duty may be submitted to Fulton County for payment unless the work has been completed. Any invoice which attempts to change the terms of this Contract is null and void and Contractor shall be required to provide a proper invoice to Fulton County prior to payment.

Paragraph 5.3 Fulton County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice by the Fulton County Public Works Department. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract; parties further agree that Fulton County shall not be liable for any interest or penalty arising from late payments.

ARTICLE VI - RESPONSIBILITY FOR CLAIMS AND LIABILITY

Paragraph 6.0 Contractor shall indemnify, protect, defend, and hold harmless the County and its agents, officers, employees, successors, and assigns from and against all loss, liability, cost, damage, claim, suit, liens and judgment, of whatever nature, including attorney's fees, claims for contribution and/or indemnification arising out of or resulting from contractor's errors and omissions as well as the negligent, intentional or willful performance or non-performance of the work. Contractor's duty to indemnify applies in connection with, but is not limited to, injury to death of any person or persons, loss of or damage to property caused by or in any way connected with Contractor's negligent, intentional or willful performance or non-performance of the work, whether such injury, death, loss or damage results

from any cause whatsoever. The Contractor's duty to indemnify shall extend to all claims, damages, losses or expenses caused in whole or in part by any act, error or omission of the Contractor, its agents, officers, independent contractors or any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Contractor shall not hold harmless or indemnify the County for the sole acts or omissions of the County's employees or agents. Contractor's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but is not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Contractor further agrees to protect, defend, indemnify and hold harmless the County and its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage. These indemnities also shall survive the termination of this agreement for whatever reason.

ARTICLE VII – TERMINATION FOR CAUSE

Paragraph 7.0 If through any cause, Contractor shall fail to perform the Large Water Meter Installation Services as specified in the Contract, including the Bid Documents, in a satisfactory, timely and proper manner or in the event that any of the provisions or stipulations of this Contract are violated by Contractor, the County shall thereupon have the right to immediately terminate this Contract by serving written notice to Contractor of its intent to terminate the Contract. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to the termination date.

ARTICLE VIII – TERMINATION FOR CONVENIENCE

Paragraph 8.0 In the event that the County determines that it is no longer in its best interest to utilize contractor for these services, the County may terminate this Contract, without any liability whatsoever upon the County, by giving (10) days notice in writing (by hand delivery or posting in the U.S.

Mail) to Contractor, stating the reasons for such termination. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to the termination date.

Paragraph 8.1 Upon termination of the Contract, the Contractor shall immediately turn over to the County all information, reports, data, equipment, etc, in its possession, respective of whether such information, report data, equipment is in a completed form.

ARTICLE VIX - SUSPENSION OF WORK

Paragraph 9.0 County may order Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as it may determine appropriate for the convenience of County. The time for completion of the work shall be extended by the number of days the work is suspended. County shall not be responsible for any claims, damages or cost stemming from any delay of the project.

ARTICLE X - INDEPENDENT CONTRACTOR

Paragraph 10.0 Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between the County and Contractor. Under no circumstances shall Contractor, its subcontractor, directors, officers, employees, agents, partners, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of the County. Contractor acknowledges that its subcontractors, directors, officers, employees, agents and assigns shall have no right of redress pursuant to the personnel rules and regulations of Fulton County.

ARTICLE XI - PROVIDE COUNTY INSURANCE REQUIREMENTS

Paragraph 11.0 All insurance shall be provided to and accepted by the County in accordance with the requirements stated in the specifications of the Bid Documents.

Paragraph 11.1 Contractor acknowledges that insurance meets all requirements under state law including solvency of surety and status of Georgia surety.

Paragraph 11.2 It shall be the Contractor's responsibility to monitor the status of the insurance company to be certain that the policies continue to be current and valid during the entire term of the

contract. If a policy becomes invalid for any reason, the Contractor must provide the County with a current, valid policy within ten (10) days.

ARTICLE XII - VARIATIONS OR MODIFICATIONS TO CONTRACT

Paragraph 12.0 This Contract and the incorporated documents constitutes the entire agreement between the County and Contractor and there are no further written or oral agreements with respect thereto. No variation or modification of this Contract, and no waiver of this provision, shall be valid unless in writing, comply with change order procedure 800-6 and approved by the Board of Commissioners.

ARTICLE XIII - NON-DISCRIMINATION

Paragraph 13.0 Contractor agrees to comply with federal and state laws, rules and regulations and the County's policy relative to non-discrimination in employment practices and to non-discrimination in client and client services practices regarding political affiliation, religion, race, color, sex, disability, age or national origin.

ARTICLE XIV - SEVERABILITY OF TERMS

Paragraph 14.0 If any part or provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV - CAPTIONS

Paragraph 15.0 The captions are inserted herein only as a matter of convenience and for reference and in no way define limits or describe the scope of this Contract or the intent of the provision thereof.

ARTICLE XVI - NOTICES

Paragraph 16.0 Any and all notices referred under this Contract shall be sent, via certified mail, to the following individual on behalf of Fulton County:

F. Keith Laguaita, P.E.

11575-A Maxwell Rd

Contract Management Administrator
Fulton County Water Services Division

Alpharetta, Ga. 30004

With copies to the Director of Public Works and the County Attorney.

Furthermore, any and all notices required under this Contract shall be sent via certified mail, to the following individual on behalf of the Contractor.

ARTICLE XVII - WAIVER OF BREACH

Paragraph 17.0 The waiver by either party of a breach or violation of any provision of this Contract, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE XVIII - COOPERATION WITH OTHER CONTRACTORS

Paragraph 18.0 Contractor will undertake the Scope of Services in cooperation with and in coordination with other studies, projects or related work performed for, with or by County employees, appointed with other contractors, Contractor shall fully cooperate with such other related consultants and County employees or appointed committees. Contractor shall provide within his schedule or work, time and effort to coordinate with other contractors under contract with County. Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractors or by County employees.

ARTICLE XIX - FORCE MAJEURE

Paragraph 19.0 Neither the County nor the Contractor shall be deemed in violation of this Contract if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation, provided however, that nothing herein shall relieve or be construed to relieve the Contractor from performing its obligations hereunder in the event of riots, rebellions, or legal strikes.

ARTICLE XX - PERSONNEL AND EQUIPMENT

Paragraph 20.0 Contractor shall identify in writing, a project manager who shall have sole authority to represent Contractor on all manners pertaining to this Contract. Contractor represents that it has secured or will secure, at its own expense, all equipment and personnel necessary to complete Contractor's Services under the Contract, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

ARTICLE XXI - GOVERNING LAW

Paragraph 21.0 This Contract shall be governed in all respects as to validity, construction, capacity, performance or otherwise by the laws of the State of Georgia.

In witness whereof, the parties have executed this amendment.

For Selected Contractor Inc.

Attest:

Selected Contractor

Witness (sign above, print below)

Approved as to Form:

Attest:

Office of the County Attorney

Mark Massey
Clerk to the Commission (seal)

Approved as to Content:

For Fulton County

Angela Parker, Assistant Director
Public Works Department

Karen Handel, Chair
Board of Commissioners